

# **Terms and Conditions**

9 November 2021 V1.1

## **1. Definitions**

“Company” refers to Alphawiz PTY (LTD) registration number 2018/531334/07 trading as Alphawiz contactable at [info@alphawiz.co.za](mailto:info@alphawiz.co.za);

“Customer” means the person or entity that has signed up with the Company for the purpose of providing Products and Services;

“Website” refers to [www.alphawiz.co.za](http://www.alphawiz.co.za) or any other website it contracts or integrates to provide services on the Company website;

“Terms and Conditions” refers to this document and all content contained therein which govern the ordering, sale and delivery of Products and Services and the use of the Website by Customers;

“Products and Services” refer to the products and services provided by or ordered through the Company in any format or method;

“POPIA” shall mean the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations made under the Act;

“ECTA” shall mean the Electronic Communications and Transactions Act of 2002, as amended from time to time, including any regulations made under the Act;

“Personal Information” shall mean the Customer’s name, surname, email address, contact telephone and physical address details, knowledge of the Products and Services the Customer has acquired or any other associated information that is necessary to provide such Products and Services to the Customer from time to time.

## **2. Introduction**

2.1 The Terms and conditions in this document apply to Alphawiz PTY (LTD) (the “Company”) website or any other web service or site that it uses to provide its services and referred to further herein as the “Terms and Conditions”.

2.2 These Terms and Conditions apply to Customers who are consumers for purposes of the Consumer Protection Act, 68 of 2008.

2.3 In the event that specific agreements have been agreed upon in the supply of products and services with customers and such agreements conflict with these Terms and Conditions contained herein, the conditions of such agreements will then apply being customer specific agreements.

2.4 This website can be accessed at [www.alphawiz.co.za](http://www.alphawiz.co.za) and relates to any affiliate websites used to provide the service and is referenced as the “Website” in this agreement and owned by the Company.

2.5 These Website Terms and Conditions govern the ordering, sale and delivery of goods and services and the use of the Website.

2.6 The Website enables online shopping and ordering of security products and services herein referred to as “Products” and “Services” but is not only limited to the Website and may be conducted in any other professional manner which may include phone, email, video call or in writing.

### **3. Enforcement**

These Terms and Conditions are binding and enforceable upon each individual or organisation that accesses, uses or registers on the Website or interacts in any way with the Company. Such individual or organisation hereby agree to be bound by these Terms and conditions set forth in this agreement. By accessing or using the Website implies the knowledge and acceptance of these Terms and conditions.

### **4. Registration, Use, Personal Information and Communication**

4.1 Only registered Customers may order Products and Services on the Website

4.2 To register as a Customer, you must provide a valid email address and password including certain information and personal details to the Company to enable them to be able to transact. You will need to use your email address to order or purchase Products and Services.

4.3 For security purposes you agree to enter the correct email address whenever ordering Products and Services, in which failing to do so you will be denied access.

4.4 You agree to notify the Company immediately upon becoming aware of any unauthorised access to or use of your email address and password and to take steps to mitigate any resultant loss or harm.

4.5 You agree that you will not in any way use any device, software, application or any other instrument to interfere, attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from the Company.

4.6 You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of the Company.

4.7 When accessing the Website or sending emails to the Company, you consent to receiving communications from us or any other web services used by the Company to conduct business.

4.8 The customer has the option to opt in for “Keep me up to date on news and exclusive offers”, in such case that opt in has been selected you agree that the Company may send you news and offers of Products and Services offered by the Company.

4.9 All communication to Customers that have not selected opt in is deemed to enable communication of the transactions in providing Products and Services to the Customer and not for news and offers purposes.

4.10 All communication to Customers that have selected opt in is deemed to not only enable communication of the transactions in providing Products and Services but may also include news and offers the Company has to offer.

4.11 The Customer hereby authorises the Company to access Personal Information to be able to conduct business with the Customer.

4.12 The Customer acknowledges that any Personal Information supplied to the Company is provided voluntarily and that the Company may not be able to comply with its obligations if the correct Personal Information is not supplied to the Company.

4.13 The Company will use reasonable efforts in order to ensure that any Personal Information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and or applicable Data Protection Legislation, for the purposes the Customer has permitted permission for the use of such.

4.14 The Customer warrants that all information, including Personal Information, supplied to the Company is accurate and current and agree to correct and update such information when necessary.

4.15 When the Customer submits any Personal Information to the Company in any form they acknowledge that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information to enable the Company to conduct business with the Customer.

4.16 Personal Information may be stored by the Company for legislated retention periods and where such periods are not legislated then my personal information may be stored by the Company until such information is requested to be removed by the Customer.

4.17 The Customer hereby takes note that if the Personal Information is used contrary to the Privacy and Data Protection Conditions, the Customer may first resolve any concerns with that Company.

4.18 A copy of Personal Information kept by the Company will be furnished to the Customer upon request in terms of the provisions of POPIA.

4.19 The Customer agrees that the Company, to the extent permitted by law, will not be liable for any complaint, claim or action brought by the Customer, arising from any action or omission by the Company, to the extent that such action or omission resulted from the Company complying with the terms of this consent and the Customer shall indemnify, hold harmless and defend the Company from and against any such claims or actions brought against the Company.

## **5. Intellectual Property and Rights**

5.1 The Company or their licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

5.2 Unless specific content dictates otherwise, the Customer is not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that the Customer will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission.

## **6. Order Processing, Payment and Delivery**

6.1 Customers may place orders for Products and Services, which the Company may accept or reject.

Whether or not the Company accepts an order depends on the availability of Products and Services, correctness of the information relating to the Products and Services (including without limitation the price) and receipt of payment or payment authorisation by the Company for the Products and Services.

6.2 The Order Processing, Payment and Delivery has a number of process steps that include;

- a) **Awaiting Payment** – Payment for the order has not yet been received
- b) **Paid** – Payment for the order has been received
- c) **Awaiting Processing** – The order has been received but not yet processed
- d) **Processing** – The order is busy being processed and stock allocated to the order
- e) **Cancelled** – The order is cancelled due to certain circumstances
- f) **Refunded** – The order has been refunded due to certain circumstances
- g) **Partially Refunded** – Part of the order has been refunded due to certain circumstances
- h) **Shipped** – The order has been shipped to the Customer
- i) **Out for Delivery** – The order is out for the delivery by the Courier or Company
- j) **Delivery Cancelled** – The delivery has been cancelled due to certain circumstances
- k) **Returned** – The order is returned to the Company

6.3 Prior to Awaiting Processing, you may cancel an order at any time and will be Refunded.

6.4 After order Processing has taken place, the Products are being reserved and packed which complicates cancellations at that point. Cancellations that are requested after Processing order status will be dealt with on a case-by-case base depending on the situation and up to the Company to determine the validity and reason for the cancellation.

6.5 After delivery of the Products, you may return the Products only in accordance with the Returns Policy.

6.6 The Customer acknowledges that stock of all Products and Services on offer is limited and that pricing may change at any time without notice.

6.7 The Company will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available in the Company or from Suppliers, that offers thereof are discontinued on the Website. However, the Company cannot guarantee the availability of stock. When Products and Services are no longer available after the Customer has placed an order, the Company will notify the Customer which will be entitled to a refund of any amount already paid by the Customer for such Products or Services.

6.8 The Company only accepts at this stage Electronic Fund Transfer payment transactions.

6.9 Should the Customer be paying from a bank account from a different bank that the Company the transaction clearing can take up to 48 hours. The Company will only start processing the order after payment has been received in the Company bank account.

6.10 Payment must be made within 7 (seven) days of placing the order. The Company will not process that order until such time the payment has been received. After 7 (seven) days the order will be cancelled should no payment be received.

6.11 The Company offers Delivery of Goods to you either by Courier or by the Company

6.12 The Service Area of the Company may be altered from time to time and is indicated on the Website when placing an Order

6.13 The Company Delivery charges are subject to change at any time, without prior notice

6.14 Where the Company accepts your Order, the Company will deliver the Goods to the Customer as soon as reasonably possible, but no later than 30 (thirty) days, constituted as the "Delivery Period" of receipt of the Customer payment.

6.15 The Company will notify the Customer if they are unable to deliver the Goods during the Delivery Period. The Customer may then, within 7 (seven) days of receiving such notification elect whether or not to cancel their order for the Products and Services. Should the Customer elect to cancel the order, the Company will reimburse the Customer for the purchase price.

6.16 The Company's obligation to deliver a product to the Customer is fulfilled when they deliver the Product to the physical address nominated by the Customer for delivery of the order.

6.17 The Company is not responsible for any loss or unauthorised use of a product, after it has delivered the physical address nominated by the Customer.

6.18 The Company shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products and Services on the Website. However, should there be any errors of whatsoever nature on the Website, the Company shall not be liable for any loss, claim or expense relating to a transaction based on any error.

## **7. Products or Services**

7.1 Certain Products and Services may have limited quantities and are subject to return or exchange only according to the Return Policy

7.2 The Company has made every effort to display as accurately as possible the colours and images of the Products and Services that appear on the Website. The Company cannot guarantee that the Customer device accessing the website will display such colour accurately.

7.3 The Company reserves the right, but are not obligated, to limit the ordering of the Company Products and Services to any person, geographic region or jurisdiction. The Company may exercise this right on a case-by-case basis.

7.4 The Company reserves the right to limit the quantities of any Products and Services that are offered.

7.5 All descriptions of Products and Services or pricing thereof are subject to change without notice. The Company reserves the right to discontinue any Products and Services at any time. Any offer for any Product and Service made on this site is void where prohibited.

7.6 The Company does not warrant that the quality of any Products and Services, information, obtained by the Customer will meet expectations, or that any errors in the service will be corrected.

## **8. Third-Parties**

8.1 The Website may include information, hyperlinks or other references to other party's websites. The Company does not monitor or review the content of such nature.

8.2 Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not shared or endorsed by us.

8.3 The Company will not be responsible for any privacy practices or content of these sites. The Customer bears all risks associated with the use of these websites and any related third-party services.

8.4 The Company will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of Personal Information.

## **9. Refund and Return policy**

9.1 This Policy forms part of the Companies Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

### **a) Unwanted products/exchange/not what you ordered**

You can return an unwanted Product to us provided:

- it is undamaged and unused, with the original labels and stickers still attached;
- it is in the original packaging, which must be undamaged and in its original condition with all seals still intact;
- it is not missing any accessories or parts;
- that the Customer logged a return by sending an email to [orders@alphawiz.co.za](mailto:orders@alphawiz.co.za) within 7 days of delivery to the Customers' selected delivery address.
- that after 7 days, the product can be returned if it is defective
- it is not a Service that has already been provided, such as a pre-configuration, consulting, remote support in which Products associates with such Services has already been used.
- that the Customer bears the courier costs for returning the Product
- that the product can only be returned for store credit
- that in the event of a wrong product being shipped the Company will bear the cost for the return shipping and replace the Product with the correct one or with discretion refund the Customer for the product

### **b) Defective Products**

A defect is an imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances or if the product does not function at all (Out of Box Failure) or the product fails within the Warranty period of the manufacturer. Such Product can be returned to us provided:

- it is not missing any accessories or parts;
- that the Customer logged a return by sending an email to [orders@alphawiz.co.za](mailto:orders@alphawiz.co.za) within the warranty period of the device
- it is not a Service that has already been provided, such as a pre-configuration, consulting, remote support in which Products associates with such Services has already been used.
- that it is shipped to the Company in protective packaging and in which the Customer will bear the cost for the return shipping



-that the Company will send it to the distributor or manufacturer for replacement, repair, or refund as per the refund policies of such organisations from time to time under their warranty policies.

The following will **NOT** be regarded as defects and will not entitle the Customer to a return under this section:

- faults resulting from normal wear and tear;-damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorized alterations to the product;
- where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit the Customer

## **10. Termination of Use**

The Company may, in its sole discretion, at any time modify or discontinue access to, temporarily or permanently, the Website or any Service thereon. The Customer agrees that the Company will not be liable to any third party for any such modification, suspension or discontinuance of the Customer access to, or use of, the Website or any content that the Customer may have shared on the Website. The Customer will not be entitled to any compensation or other payment.

## **11. Warranties and Liability**

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This Website and all content on the Website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. The Company expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. The Company makes no warranty that:

- the Website or Product and Services will meet the Customers requirements;
- this Website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any Products and Services purchased or obtained the Customer through this website will meet expectations.

Nothing on this Website constitutes or is meant to constitute, legal, financial or any other such advice of any kind. Should the Customer require advice, an appropriate professional should be consulted.

Except to the extent any additional contract expressly states otherwise, the Companies maximum liability to the Customer for all damages arising out of or related to the website or any products and services marketed or sold through the Website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that the Customer paid to purchase such Products and Services or use the Website. Such limit will apply in the aggregate to all the Customer claims, actions and causes of action of every kind and nature.

## **12. Updating of these Terms and conditions**

The Company may from time to time update these Terms. The obligation is on the Customer to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date and date of enforcement of such. Changes to these Terms and Conditions will become effective upon such changes being posted to this website.

## **13. Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of South Africa. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of South Africa. If any part or provision of these Terms and Conditions are found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions. The other provisions will not be affected.