

**PLEASE READ THESE TERMS AND CONDITIONS OF SUPPLY CAREFULLY BEFORE ORDERING****1. THESE TERMS**

1.1. These are the terms and conditions ("Terms of Supply") relevant to the Services and/or Goods we supply. These Terms of Supply refer to the following additional terms which also apply to your use of our Services:-

1.1.1. Our Terms of Use;

1.1.2. Our Privacy Policy;

1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement ("Agreement") between us and you. If there is any conflict between the above terms and conditions/policy and the Terms of Supply the latter will prevail;

1.3. All information that are incorporated by using hyperlinks and / or other methods of reference form part of these Terms and Conditions of Supply (see section 11(3) of the ECT Act);

1.4. **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. These terms and conditions should be read in conjunction with our Terms of Use.

1.5. **Why you should read them.** Please read these terms carefully before you use the Webenefit services and/or submit your order to us. These terms, unless otherwise specified under the product specific terms conditions (product specific T&Cs), tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.6. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").

1.7. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -**

1.7.1. may limit our risk or liability or the risk or liability of a third party; and/or

1.7.2. may create risk or liability for you (as a consumer); and/or

1.7.3.may compel you to indemnify us or a third party; and/or

1.7.4.serves as an acknowledgement, by you, of a fact.

1.8. Your attention is drawn to these Terms of Supply because they are important and should be carefully noted.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. **Who we are:** See our Terms of Use.

2.2. **How to contact us.** To contact us, please use the contact information as per our **Talk to Us** page.

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address, postal address or other electronic communication facility address you provided to us in your order.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes data messages (as defined by the ECT Act), including but not limited to emails. You acknowledges that all agreements, authorization or request on the WeBenefit Platform satisfy the "writing" requirement as per section 12 of the ECT Act.

3. OUR CONTRACT WITH YOU

3.1. For purposes of the supply of products via the WeBenefit Platform, including submission of orders no electronic signature is required; the mere sending of data messages (see definition under the ECT Act) or click on "I accept" or "Submit" demonstrates your acknowledgement and agreement to these Terms of Supply and Specific T&Cs (where applicable).

3.2. **Product specific terms and conditions:** certain products may have additional terms and conditions that will apply. Those terms and conditions ("**product specific T&C**") will be presented to you prior to submitting your offer and should be read with these Terms of Supply. Insofar as any term and condition in a product specific T&C &Cs conflicts with these Terms of Supply in respect of-

3.2.1.the description of the products (including but not limited to pricing, specifications, return policy, delivery policy), the terms and conditions in the product specific T&Cs shall prevail;

3.2.2.any other matter, the terms of Supply shall prevail.



- 3.3. **The offer:** An order constitutes an offer by You to purchase products from us.
- 3.4. **Shopping Chart:** Placing products in a wish list or the shopping chart without completing the purchase cycle does not constitute an order for such products, and as such, products may be removed from the shopping chart if it is no longer available or the price thereof might change without notice to You. You cannot hold us or the Third Party Provider liable if such products that are not available or are not available at the particular price when You complete or attempt to complete the purchase cycle at a later stage
- 3.5. **How we will accept your order.** Our acceptance of your order will take place on receipt of your payment and when we email you confirmation of our acceptance, at which point a contract will come into existence between you and us ("commencement date" for that particular contract).
- 3.6. **If we cannot accept your order.** If we are unable to accept your order (even after receipt of payment), we will inform you of this and will not charge you for the product / service. This might be because the product is out of stock, changes to the service, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline or performance date you have specified.
- 3.7. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.8. **We only provide products in South Africa.** The WeBenefit Platform and associate services are solely for the promotion of our products in South Africa. Unfortunately, we do not accept orders where the delivery addresses is outside South Africa.

4. OUR PRODUCTS

- 4.1. **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. They shall not form part of the Contract or have any contractual force.
- 4.2. **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.
- 4.3. **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements



are correct. You can find information and tips on how to measure on our website or by contacting us.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1. **Before submission of order:** Before you submit your order you will be allowed to make changes to your selection of products
- 5.2. **After submission of order:** If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **Minor changes to the products. We may change the product and specifications:**
 - (a) **to reflect changes in relevant laws and regulatory requirements; and**
 - (b) **to implement minor technical adjustments and improvements. These changes will not affect your use of the product.**
- 6.2. **More significant changes to the products and these terms (subsequent to delivery of goods or commencement date of a service).** In addition, as we informed you in the description of the product or services on our website, we may make the changes to these terms or the product or service, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund (pro rata for the period not utilised) before the changes take effect.
- 6.3. **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

- 7.1. **Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2. **When we will provide the products.** Unless otherwise stipulated in the product specific T&Cs the following will apply:-
 - 7.2.1. **If the products are goods.** If the products are goods we will deliver them to you as per the estimate date as confirmed during the ordering process or as soon as reasonably possible (in the event of no estimate date) and in any event within 30 days after the day on which we accept your order.



- 7.2.2. **If the products are once-off services.** We will begin the services on the date set out in the order, alternatively the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process / as specified under the product specific T&Cs.
- 7.2.3. **If the product is a once-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order and such acceptance has been communicated to you.
- 7.2.4. **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.
- 7.3. **We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.**
- 7.4. **Collection by you.** If you have asked to collect the products from our premises or such location we have the rights to make available the goods to you, you can collect them from said premises at any time during our working hours of 08:00 – 17:00 on weekdays (excluding public holidays), unless otherwise specified in any product specific T&Cs.
- 7.5. **Delivery at the location you selected:** We shall deliver the goods at the location set out in the order or such other location as the parties may agree in writing ("Delivery Location"), during business hours (08:00 – 17:00, excluding Public Holidays and weekends); it is your responsibility to ensure that the address is correct;
- 7.6. **If you are not at home when the product is delivered.** It is Your responsibility to ensure that there is someone to take delivery of the Goods at the Delivery Location. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.7. **If you do not re-arrange delivery.** If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.



- 7.8. **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.9. **Your legal rights if we deliver late.** You have legal rights if we deliver any products at a location, date and time other as agreed to. You have the following options:-
- 7.9.1. Accept the delivery or performance at the location, date and time; or
- 7.9.2. Require the delivery or performance at the agreed location, date and time, if that date and time has not yet passed; or
- 7.9.3. cancel the contract without penalty with a 7 (seven) days written notice and treat the contract as at an end straight away; or
- 7.9.4. **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end subsequent to the above 7 days written notice, or selected to accept the delivery or performance at the location, date and time, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.10. **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.9, you can cancel your order for any of the products or reject products that have been delivered with a 7 (seven) days written notice. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at info@webenefit.co.za for a return label or to arrange collection.
- 7.11. **Unable to supply goods or services ordered: if we are unable to perform in terms of the contract on the grounds that the goods or services ordered are unavailable, we will notify you of this fact and refund any payments within 30 days after the date of such notification.**
- 7.12. **Acceptance of delivery: by accepting delivery of the goods at the agreed Delivery Location (either by signing a delivery note or just take possession of the goods) we assume you had sufficient time to examine the goods delivered and that you are satisfied with the goods and quantity of said goods.**

- 7.13. **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.14. **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.15. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your physical address. If so, this will have been stated in the description of the products on our WeBenefit portal. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.16. **Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:**
- 7.16.1. **deal with technical problems or make minor technical changes;**
 - 7.16.2. **update the product to reflect changes in relevant laws and regulatory requirements;**
 - 7.16.3. **make changes to the product as requested by you or notified by us to you (see clause 6).**
- 7.17. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 (thirty) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.18. **We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 12.5) and you still do not make payment within 7 (seven) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.8). We will not charge you for the products during the period for which they are suspended, however if there are any underlying costs involved (i.e. third party providers) that we have to incur for purposes of the products, then you will be responsible for those costs during the suspension period. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.7).**

7.19. **Goods delivered in error:** You must notify us in writing immediately if goods are delivered in error. Goods shall not be seen as unsolicited goods if delivered in error and we have inform you of said error within 10 business days after delivery and collect same within 20 business days after such notice or where the delivery is obviously mis-delivered to you and you have not informed us of such mis-delivery within 10 business days from receipt thereof.

8. YOUR RIGHTS TO END THE CONTRACT

8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

8.1.1. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11;

8.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

8.1.3. If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period (if applicable – see clause 8.3 below), but this may be subject to reasonable deductions and you will have to pay the costs of return of any goods;

8.1.4. In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5.

8.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below the contract will end within 7 (seven) days from receipt of your written notice and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;

8.2.4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 (thirty) days; or

8.2.5. you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.9)).

- 8.3. **Exercising your right to change your mind (Electronic Communications and Transactions Act 25 of 2002).** For most products bought online you have a legal right to change your mind within 7 days after the date of receipt of the goods or in terms of services, conclusion of the agreement ("Cooling-off period"). The following will apply in terms of the Cooling-off period:-
- 8.3.1. The Cooling-off period will not apply if any of the products are listed under [section 42\(2\)](#) of the ECT Act including any products which become mixed inseparably with other items after their delivery.
 - 8.3.2. You will have to notify us in writing; such notice to be received by us within the Cooling-off period;
 - 8.3.3. we may charge you the direct cost of returning the goods and/or the reasonable costs and expenses actually incurred by us between the commencement date and date of receipt of your above notice;
 - 8.3.4. were you have made payment to us already we will refund you the amount paid minus any costs as stated under 8.3.3 above within 30 days from date of cancellation.
- 8.4. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 8.4.1. **Have you bought services?** If so, you have 7 days after Commencement Date. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - 8.4.2. **Have you bought digital content for download or streaming?** if so, you have 7 days after the Commencement Date, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - 8.4.3. **Have you bought goods?**, if so you have 7 days after the day you (or someone you nominate) receives the goods, unless:
 - 8.4.3.1. **Your goods are split into several deliveries over different days.** In this case you have until 7 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
 - 8.4.3.2. **Your goods are for regular delivery over a set period.** In this case you have until 7 days after the day you (or someone you nominate) receives the first delivery of the goods.
- 8.5. **Ending the contract where we are not at fault and there is no right to change your mind.** If you do not have any other rights to end the contract (see clause 8.1), you can still contact us before it is completed and tell us you want to end it. If you do this the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you)

a reasonable compensation as compensation for the net costs and expenses we will incur as a result of your ending the contract. Please take note that you will be responsible for the costs of return (see clause 9.3 below).

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1. **Phone or email.** Call customer services on 087 551 1001 or email us at info@webenefit.co.za. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2. **Online.** Complete the Talk to Use field on our website and submit same to us

9.1.3. **By post.** Write to us and send it to our postal address

9.2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 087 551 1001 or email us at info@webenefit.co.za for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3. **When we will pay the costs of return.** We will pay the costs of return:

9.3.1. if the products are faulty or mis-described;

9.3.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where you are exercising your right to change your mind) you must:-

9.3.3. pay the costs of return;

9.3.4. return the goods in the original unopened packaging (if not used already);

9.3.5. *if used already* – in its original condition and repackaging in the original packaging. We may charge you for use of the goods during the time in your possession, unless they are goods that are ordinarily consumed or depleted by use, and no such consumption or depletion has occurred or any consumption or depletion of the goods, unless that consumption or depletion is limited to a reasonable amount necessary to determine whether the goods are acceptable to you;



we may charge you on all returns (excluding returns under 9.3.1 & 9.3.2 above) a reasonable amount for the use of the goods and/or necessary restoration costs to render the goods fit for re-stocking.

9.4. **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

9.5. **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6. **Deductions from refunds.** If you are exercising your right to change your mind:

9.6.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within [3-5] days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.6.3. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(c) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.8.

(d) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (e) you do not make any payment to us when it is due and you still do not make payment within 7 (seven) days of us reminding you that payment is due;
- (f) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or services;
- (g) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (h) you do not, within a reasonable time, allow us access to your premises to supply the services;

10.2. **You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract.**

10.3. **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product (where you have not received the product yet) or service (where the service has not been delivered in full). We will let you know at least 10 (seven) days in advance of our stopping the supply of the product or service and will refund any sums you have paid in advance for products or service which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT OR SERVICE

11.1. **How to tell us about problems.** If you have any questions or complaints about the product or service, please contact us first. You can telephone our customer service team at 087 551 1001 or write to us at info@webenefit.co.za.

11.2. **Summary of your legal rights.** We are under a legal duty to supply products or services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions.

If your product is **goods**, the Consumer Protection Act 68 of 2008 says goods must be as described, fit for purpose and of satisfactory quality (working order and free of any defects) and useable and durable for a reasonable period of time, having regard to the use to which it may normally be put. During the expected life of your product your legal rights entitle you to the following:

- **up to six months:** you may return the goods to us under written notice, without penalty and at our risk and expense, if the goods fail to satisfy the requirements and standards presented. We may then, at your direction, either:-

- Repair or replace the failed, unsafe or defective goods; or
- Refund to you the price paid for the goods
- Where we repair any goods or component of said goods and within **3 months** after repair, the failure, defect or unsafe feature has not been remedied, or such failure, defect or unsafe feature is discovered, we must:-
 - Replace the goods, or
 - Refund you the price paid for the goods.
- The above rights are subject to the following:-
 - **We are given a reasonable opportunity to inspect the goods;**
 - **You deliver the goods to use;**
 - **That subsequent to delivery of the goods, the goods where not altered or utilised (including maintained, stored, installed) contrary to the instructions;**
 - **Fair wear and tear,**
 - **Where any negligent - or wilful conduct by you or any third party resulted in the defect of the goods.**

If your product is **digital content**, for example a mobile phone app or a subscription to a music streaming service or airtime, the following will apply:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is **services**, the Consumer Protection Act 68 of 2008 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.

if you haven't agreed a time upfront, it must be carried out within a reasonable time.

TAKE NOTE: The above rights shall not apply in terms of goods delivered or service performed under contract between you and the manufacturer or goods provider or service provider directly, where the manufacturer warranty (if any) or service/good provider's warranties will



apply.

- 11.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at info@webenefit.co.za for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 12.1. **Where to find the price for the product/service.** The price of the product/service will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product/service you order.
- 12.2. **Value Added Taxes:**
- 12.2.1. All prices and/or costs quoted by us shall be inclusive of all applicable taxes but excluding Value Added Tax ("VAT"), which shall be shown clearly and separately to the agreed fees charged in terms of each eservice or goods. Taxes or other charges, such as (but not limited to) transfer fees, bank charges, local taxes and value added taxes in other jurisdictions shall not be deducted from the payments due to us but shall be paid in addition to the fees due to us;
- 12.2.2. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products or services we sell / make available may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's or services' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's or service's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4. **Unexpected price changes: It is agreed that should there be a subsequent price increase on components of the services or goods where full payment is received only subsequent to the delivery of the goods or commencement date of the services and beyond our control, including but not limited to foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any of your instruction, regulatory changes, we shall be entitled to increase the affected service**



and/or goods charges accordingly, by the rand value of the increase but in proportion to the products provided after written notification to you.

12.5. **When you must pay and how you must pay.** We accept payment in the following manner:-

12.5.1. Electronic Fund Transfers

- 12.5.1.1. details to be provided to you during the order / payment process;
- 12.5.1.2. order will only be processed on receipt of cleared funds, this might take up to 24 hours and receipt of proof of payment from you.

12.5.2. Credit Card Payments

- 12.5.2.1. Credit card transactions will be acquired for WeBenefit via PayGate (Pty) Ltd ("PayGate") who is the approved payment gateway for all South African Acquiring Banks.
- 12.5.2.2. PayGate allows for payment via Visa and Mastercard credit cards
- 12.5.2.3. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the WeBenefit Platform. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 12.5.2.4. Your details will be stored by WeBenefit separately from card details which are entered by the Authorised User of You on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za;
- 12.5.2.5. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

12.5.3. WeWallet payments

- 12.5.3.1. A WeWallet account will be created when you register to the WeBenefit Platform;
- 12.5.3.2. The WeWallet payment option will only be available if there are funds available on your WeWallet account. It is your responsibility to fund your WeWallet account by way of Electronic Funds Transfer to the account as made available by WeBenefit. We will not charge you for any deposit on the WeWallet;
- 12.5.3.3. You are responsible to keep the WeWallet PIN confidential and not share it with any third party;
- 12.5.3.4. WeWallet account is hosted by Kineto Mobile Africa (Pty) Limited (Kineto) and maintained by WeBenefit. It is important to note that neither Kineto or WeBenefit take any deposits;
- 12.5.3.5. No interest will be paid to You on WeWallet account;



12.5.3.6. You will have access to the WeWallet account history and mini statements;

12.5.3.7. Please take note that we can change the WeWallet rules from time to time, if you don't agree to the changes then you must not use the WeWallet payment option anymore.

12.6. When you must pay depends on what product / services you are buying:

12.6.1. For **goods**, you must pay for the products before we dispatch them. We will not dispatch the goods unless you have paid.

12.6.2. For **digital content**, you must pay for the products before you download them.

12.6.3. For **services**, you must make an advance payment as per the service specific T&Cs, before we or our service providers start providing them. We will invoice you for the balance of the price of the services when we have completed them **OR** we will invoice you weekly or monthly in advance for the services until the services are completed (as set out under the product specific T&Cs)]. **You must pay each invoice within 7 (seven) calendar days after the date of the invoice.**

12.7. **We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of our commercial bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.**

12.8. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

12.9. WeBenefit may, in its sole discretion and notwithstanding any instructions by You, appropriate any payment received from or on behalf of You, to any indebtedness of You to WeBenefit arising from any cause whatsoever.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1. **When we are liable for damage to your property. If we are providing services in your property, we will make good any direct damages to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services or where you do not comply with our advice during delivery of the services. If defective digital content which we have supplied damages a device or digital content belonging to you we will either repair the damage or pay you compensation.**

13.2. Limitation of liability: Unless otherwise agreed to under these Terms of Supply or determined by law, We and our suppliers of goods and/or services will not be liable in law or delict, for any indirect, special or consequential damages whatsoever. We shall further not be liable for any direct loss or damage suffered by you as a result of the inaccurate information.

13.3. Liability for damage caused by goods:

13.3.1. Except for clause 13.3.2 below, the producer, importer, distributor, retailer or us may be liable for:-

13.3.1.1. any death of, or injury to, any natural person;

13.3.1.2. an illness of any natural person;

13.3.1.3. any loss of, or physical damage to, any property, irrespective of whether it is movable or immovable; and

13.3.1.4. any economic loss that results from harm contemplated in paragraph 13.3.1.1 to 13.3.1.3, caused wholly or partly as a consequence of:-

13.3.1.4.1. Supply of unsafe goods;

13.3.1.4.2. A product failure, defect or hazard in any good; or

13.3.1.4.3. Inadequate instructions or warnings provide to the you

13.3.2. Liability does not arise if:

13.3.2.1. the unsafe product characteristic, failure, defect or hazard that results in harm is wholly attributable to compliance with any public regulation;

13.3.2.2. the alleged unsafe product characteristic, failure, defect or hazard—

13.3.2.2.1. did not exist in the goods at the time it was supplied by us or any of our goods providers to you; or

13.3.2.2.2. was wholly attributable to compliance by us with instructions provided by the manufacturer or importer who supplied the goods to us or any of our goods providers, in which case subparagraph 13.3.2.2.1 does not apply;

13.3.2.3. it is unreasonable to expect the us or any of our goods providers to have discovered the unsafe product characteristic, failure, defect or hazard; or

13.3.2.4. with reference to clauses 13.3.1.1 to 13.3.1.4, the claim for damages is brought more than three years after the death or injury of a natural person; earliest time at which a person had knowledge of the material facts about an illness; or earliest time at which a person with an interest in

any property had knowledge of the material facts about the loss or damage to that property; or the latest date on which a person suffered any economic loss.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1. We will use your Personal Information in accordance with our **Privacy Policy**.

15. FORCE MAJEURE

15.1. We will be liable to the other for any default or delay in the performance of its obligations under these terms and conditions if and to the extent that such default or delay is caused by any act of God, war or civil disturbance, court order, or any other circumstance beyond its reasonable control including fluctuations in communications or utility services ("Circumstances of Force Majeure") and provided we are obviously without fault in causing such default or delay, and such default or delay could not have been prevented by the us through the use of alternative sources, workaround plans or other means.

16. OTHER IMPORTANT TERMS

16.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

16.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer any applicable guarantee under these terms and conditions to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

16.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a



later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 16.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the Republic of South Africa law and you can bring legal proceedings in respect of the products in the South African courts.

We recommend you print these terms and conditions of supply for your records