

- **Website Ownership**

This website ("Site") is owned by Contour Technology (Pty) Ltd ("the Company" / "us" / "we"). Private Company with limited liability, duly incorporated in the Republic of South Africa. **CyberVendIT** is a brand of Contour Technology (Pty) Ltd.

By using this Site, you:

- Represent and warrant that you have read and understood these terms and conditions as well as the policies displayed on this Site; and
- Agree to be bound by these terms and conditions as well as the policies (collectively "the Agreement"). All intellectual property rights, including copyright, in all materials, including trademarks, logos, photographs, images, text and other graphics which form part of the Site are owned by the Company, alternatively the Company is the lawful user thereof and is protected by the applicable laws of South Africa. Site information as well as the database is the sole property of the Company.
- Read and understand that the site is solely to be used for the purchasing of token bundles, generating tokens and managing of meters per user account. It is important to familiarize yourself with the guide documents provided in the document download of this website.

- **Trademarks**

The **CyberVendIT** logo as well as the Company logo and all other marks, logos and trade names appearing on this Site are trademarks of either the Company, its holding company or affiliates in the Republic of South Africa, or of third parties who have authorised the Company to display such trademarks on the Site. Nothing contained on this Site should be construed as granting, by implication or otherwise, any license or right to use any of the trademarks displayed on this Site without the express prior written consent of the Company.

Unless otherwise stated: the web site, general design of the web site, the information located on the site are protected by copyright, trademark, patent or other intellectual property rights, which remain the exclusive property of Contour Technology and all its subsidiary brands.

Trademarks and copyright notices, and related visual marks and logos, may not be removed from the information, neither may any unauthorised reproduction of the information take place.

The information may be used only for the acceptable uses as agreed with by the Parent Company, Contour Technology. Any unauthorised use may violate copyright, trademark and other laws, making you liable under both civil and criminal law.

- **Online Registration & Security**

You will be required to register to use the services of this site. There are two options available: Standard Package and Premium Package. You will be provided with a user ID and you will be required to change the temporary password to protect your account information. Please keep your password secret and in a safe place. The Company accepts no liability for any damages suffered or losses incurred as a result of the misuse or loss of your password. In this regard you represent and warrant that your user name and password shall be used for personal use only and not be disclosed to any third party.

You will be required to enter your username and password each time you want to login onto your user account on the **CyberVendIT** Site.

Due to economic changes and technology advances, Contour Technology reserves the right to make changes to its existing products and services offered by way of adding or obsoleting product sets.

You agree that the Company shall be entitled, at all times, to take all reasonable steps to ensure the integrity and security of the Site, including associated applications.

The content contained on the Site may be used by you for your own personal registration, information update, token bundle purchasing and token generation, meter ordering and meter update on your user profile only. In using the Site you warrant that you shall not infect it with any computer programming (such as a virus) that may damage, interfere with, delay or intercept any data or information on the Site and you hereby indemnify the Company for any damage caused by any act attributable to you. Any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page shall be prosecuted.

The Company is committed to protecting the security of your personal information that you give us when registering on the Site. The Company's staff who have access to the Site and your personal information have contractually committed to keeping your personal information confidential. The Company uses a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. Your personal information is stored on computer servers that are located in access controlled environments.

- **Electronic Communication**

When you use or visit this Site, or send electronic communications to the Site including, without limitation, E-mails or register and make requests, you:

- Consent to receiving communications from the Company electronically;

- Agree that all notices, disclosures and other communication sent by the Company, including this Agreement, satisfies any legal requirements, including but not limited, to the requirement that such communications should be 'in writing';
- Agree that the Company may use your information to contact you about promotions and special offers otherwise if you have indicated during registration or any given time that you would not like to receive such information it will be duly noted. You are entitled, at any stage, to opt out of this service. We shall not sell or rent information about you including, without limitation, your name, identity number, address, email address and contact telephone number ("personal information") to any third parties; and
- Agree that the Company may disclose your personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as otherwise required by law, e.g. for accounting purposes.

- **EMAIL**

Unprotected email is subject to possible interception, alteration or loss. Contour Technology and **CyberVendIT** cannot be held responsible for loss thereof.

- **USER INFORMATION GATHERED**

Information regarding the operating systems, browsers and IP origins of the users of this website is collected for statistical reporting purposes. No personal information regarding the users of this website is obtained aside from that which is freely given by the user when registering their details on the site. This information, namely email addresses and sms numbers, will not be given or sold to any third parties and will be used solely for the purposes of sending the information for token purchase to the address or number and or promotional campaigns as agreed to.

- **Links & Advertising**

No person, business or other website may link to any page on this Site without the prior written permission of the Company.

External hyperlinks may be provided on the Site, but such links are beyond the Company's control. You shall not interpret the provision of such hyperlinks as constituting any relationship between the Company and any linked third party, nor as an endorsement by the Company of such third party. Hyperlinks provided on this Site to other websites are provided as is and the Company does not necessarily agree with, edit or sponsor the content of such websites. The use of, or reliance placed by you on any external links provided on the Site is entirely at your own risk.

Any advertising and other promotional material that may be displayed on the Site from time to time shall not be interpreted as constituting any relationship between the Company and any third party placing such advertising or promotional material on the Site, nor as an endorsement by the Company of such third party. Any use of, or reliance placed by you on such material is entirely at your own risk.

- **Disclaimer & Exclusions of Liability**

You expressly agree that use of the Site is entirely at your own risk. The Site and its contents are provided on an 'as is' and 'as available' basis and has not been compiled to meet individual requirements. It is your responsibility to satisfy yourself, prior to entering into this Agreement, that the service available from and through this Site meets your requirements, and is compatible with the hardware and/or software used by you

The Company does not warrant that the functions provided by the Site will be uninterrupted or error free, or that the Site or the server that makes it available are free from viruses or other harmful components. Save as expressly set out herein, the Company shall under no circumstances whatsoever be liable to you, including without limitation, as a result of or in connection with the Company's negligent acts or omissions or those of their employees, agents, representatives, subcontractors or other persons for whom in law they may be liable (in whose favour this constitutes a contract or undertaking for their benefit), for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (and whether arising under contract, delict or otherwise), sustained by either you, the recipient of the Products or Services, the Company, its Directors, employers, subcontractors, agents, representatives, affiliates and suppliers shall not be liable for any loss, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of or reliance upon the Site (including any information contained thereon) or the Internet. You hereby indemnify the Company from and against any loss or damage suffered or liability incurred including, without limitation, in respect of any claim or demand by any third party by reason of any act or omission on your part or that of any family member, agent or representative acting on your behalf in connection with transactions/processes concluded on the Site and/or in terms of this Agreement and/or in relation to the receipt of Products or services supplied by the Company pursuant to any such order.

By accessing this Site you warrant and represent to the Company that you are legally entitled to use this site and use the facilities/products promoted on the site and that all the details you have provided are true and complete.

Information, ideas and opinions expressed on this Site should not be regarded as professional advice or the official opinion of the Company. You should consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Site.

We offer an extensive range of products and any products or services advertised on this website is provided for the sole purpose of giving the user an approximate description of the goods and services. Detailed specification can be made available on request. Do not rely solely on the images published on this website.

**Tariffs:** It is the responsibility of the account user (Owner) to update all NERSA regulated tariffs timeously to avoid under recovery.

**Contact Centre Assistance:** All Standard Package users will have access to support during office hours only. This being Mon – Fri (08h00 – 17h00). All Premium Package users will have access to the Contact Centre 24/7 including weekends and public holidays.

Request for meters will be addressed and formal quotations will be sent out for acceptance before requiring payment. Once payment is made it is accepted that the order is taken. No cancellations of orders will thereafter be accepted.

As a Standard User no support calls will be attended to after business hours. If queries come in after hours, it will only be attended to next business day. Only queries logged with the Contact Centre will be addressed. Owners/Customers cannot ask for assistance of individuals working at Contour Technology or bypass the systems put in place.

Should an existing Standard Package user wish to upgrade to Premium Package, the Contact Centre will only assist with information of the process. The Owner needs to do the upgrade as they are obligated to accept the Terms and Conditions at sign up.

Contour Technology / **CyberVendIT** cannot be held liable for purchases made and delays in non-delivery of tokens as our service is 3rd Party reliant, however we will aim to achieve efficient problem solving. Bundles and credit will only be topped up once funds reflect in our bank account. Non delivery of tokens or credit and other queries will be looked at with promptness but we reserve the right of a window period of up to 48hrs to resolve from the time of ticket being raised.

To ensure you do not go without credit or bundles, always ensure that you have credit showing on your account.

Delivery of tokens are not guaranteed as a resultant of service downtime.

- **Incurred Costs**
- "Mistakes/Errors" made by the customer will be for the customer's account.

- All deposits and fund transfers must use the correct user ID as a reference.
- **Contour Contact Centre** will address all queries related to **CyberVendIT**.
- **CyberVendIT** registered users must ensure that they use the correct reference number and bank account.
- Please allow for up to an hour for credit to be uploaded onto your account. If it does not come through within the hour, please contact the **Contour Contact Centre** on **087 7420 459** (24 hours, including weekends and public holidays – for Premium Package). Please note that if you are a Standard Package user, all queries will only be addressed during office hours only: Mon – Fri (08h00 – 17h00)
- Please note that if you make a cash deposit, you will incur a cash deposit fee (we advise against doing this method of payment. No cheque deposits will be accepted at this time.
- Mandatory fees may be deducted before crediting of bundles on your account or generation of prepaid tokens.
- A minimum purchase amount may apply.
- As a **CyberVendIT** user you are responsible to update all mandatory fields when a meter change out occurs or when site ownership transfers or changes.
- Please note that transaction costs may apply based on the costs agreed to by your Municipality, Body Corporate, Company or Landlord. This fee is subject to annual escalation and/or increases in banking fees and in accordance to CPI standards.
- All prices shown are subject to an annual increase according to CPI Standards. All prices shown are Vat Inclusive.
- Contour Technology and **CyberVendIT** reserve the right to address and rectify system errors e.g. duplicates via existing arrear or any other recovery mechanism available.
- All token bundles have a lifespan of 3 years and it is the sole responsibility of the user to ensure that they are used up within the stipulated time period. No extensions on bundles will be granted.
- All transactions will be processed in South African Rand (ZAR) unless otherwise stated in writing.
- SMS charged at **1 Token** per SMS sent. Delivery of SMS is reliant on the service provider used and there are no guarantees on delivery of SMS.

- **Privacy Policy**

Your privacy is very important to us. The Company will keep your personal information strictly confidential and will not disclose your personal information to third parties, unless you agree. Your use of the Site signifies your consent to us collecting and using your personal information, in accordance with this Policy.

This site may collect certain information about your visit, such as the Internet Protocol (IP) address through which you access the Internet, the date and time you access the Site as well as the pages that

you visited. Site-visit data is used, inter alia, to improve the **CyberVendIT** Site, for example by making it easier to use and to track user activity should a dispute arise.

We may use your personal information to validate you as a customer when registering online to prevent and detect criminal activity (including fraud). We may also use the personal information that we collect to contact you by post, telephone or e-mail (including SMS) to inform you about changes to the **CyberVendIT** Site or to the Agreement, or to give you information about security matters relating to your use of the Site.

The Company or its agents may, with your permission, also use your personal information to contact you via telephone, post, email or SMS about promotions and special offers. You are entitled, at any stage, to opt out of this service when you sign up for a newsletter or agree to receive e-mails from **CyberVendIT**.

The time periods for which we keep your personal information may vary according to the purpose for which we collected the information. We will not keep your personal information for longer than is legally required, taking into account the purpose for which the information was collected or for which it is to be processed, unless the Company is required to do so by law. Although the Company may provide aggregate statistics about CyberVendIT sales, customers, traffic patterns and other Site information to third parties, these statistics will not include any information that could personally identify you.

**Cookies** : A cookie is a piece of information stored by your Internet browser on your computer's hard drive. A cookie can contain your name and or details of the pages you previously visited on the **CyberVendIT** website

- **Unlawful use of information**

This Site may not be used to send or post any message or material that is unlawful, constitutes harassment , defamatory, abusive, threatening, obscene, sexually suggestive or derogatory comments of one's sexual orientation, racially offensive, profane or which violates any applicable law and you hereby indemnify the Company against any loss, liability, damage or expense of whatever nature which the Company or any third party may suffer and which is caused by or attributable to, whether directly or indirectly, your use of the Site.

- **Prohibited Conduct**

The following uses of the information services are prohibited without prior express written permission from **CyberVendIT**:

Copying, distribution or display of the information beyond what may be legally construed as personal non-commercial use; Publication, broadcasting or sale of the information;

Use of the information in any manner which infringes any copyright or proprietary interests of **CyberVendIT** or any third parties; Systematic downloading of the information using automated data retrieval programs; Copying, incorporating or storing the information in another web site, an electronic retrieval system or other publication in any form, whether hard copy, electronic or otherwise;

Indemnification: you hereby indemnify **CyberVendIT** and hold it harmless against all loss, liability, damage or expense of whatsoever nature which **CyberVendIT** or any third party may suffer which arises out of or is in connection with, whether directly or indirectly, your use of the website to send or post any such message or material.

- **Company Info**

### **General Terms**

The Company may, in its sole discretion decide to suspend or terminate the operation of the Site at any time without prior notice to you and without the need to give you reasons for such termination or suspension.

We may change the terms of this Agreement from time to time without notice to you. Any amendments will take effect immediately on posting of the amendments on the Site or when you login to your user account. You shall be deemed to have accepted any changed terms should you continue to use the Site.

This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof. Any indulgence or extension of time granted by the Company to you shall not be construed as a waiver or variation of any of our rights or remedies.

The Site is hosted and managed in the Republic of South Africa and this Agreement is accordingly governed by the laws of the Republic of South Africa.

Any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this Agreement, may be submitted to confidential arbitration in Durban, South Africa in terms of the expedited rules of the Arbitration Foundation of Southern Africa.

- **General Information**

The Company's: Contour Technology (Pty) Ltd

- registration number is 1998/023920/07
- website address is [www.cybervendit.com](http://www.cybervendit.com)
- email address is: [helpdesk@contour.co.za](mailto:helpdesk@contour.co.za)



- **Cancellation/Refunds Policy**

Once you register your details on the **CyberVendIT** website, it makes you a registered user of the service and its offerings.

We do not stand liable for any payments made in error or without your knowledge to the registered account.

No refunds or cancellations will be entertained.