

TERMS AND CONDITIONS

Definitions:

Icharge24: The online platform that provides access to online prepaid electricity, water and airtime transactions.

Registration details: Email address, Cell number, Meter number, municipality or other details that Icharge24 might require to give effect to a transaction.

Third party: Any other party that Icharge24 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 Icharge24.

Awareness: Will be deemed to be the time Icharge24 support staff read any request and not the time an enquiry was sent.

Recharge Voucher/Token or Pin: A sequence of numbers sent by Icharge24 to the user via an electronic medium. This includes an sms by cell phone, an email or any message via a choice of other electronic platforms.

Rand Amount: All payments must be made in Rands, no cents must be included as cents will not be processed.

Duplicate Payment: More than one transaction within a 24-hour period for the same cellphone number will not be processed.

Terms and Conditions

General

1.1. These terms and conditions will not in any way overrule, eliminate or adjust the terms and conditions entered into between the client, the bank and/or any service provider.

1.2. Users acknowledge that Icharge24 do not hold deposit-taking licenses (a banking license) and cannot hold funds on behalf of users which are not the proceeds of payments made by them to purchase specific goods or products on their behalf.

1.3. Icharge24 will not be liable for any loss suffered due to incorrect information that was supplied by a client such as: The incorrect cell number, electrical meter number or email address. Icharge24 will however make all effort to recharge the correctly supplied prepaid number or electrical meter

2. Copyright

Third parties or users may not use an Icharge24 logo or other proprietary graphic or trademark of Icharge24 to link to this Site without the express written permission of Icharge24. Icharge24 may revoke this right at any time. Third parties or users are granted a limited; non-exclusive right to create a hyperlink to this Site provided such link does not portray Icharge24 in a false, misleading, derogatory or 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 Icharge24. All these are protected from infringement by a third party, in terms of local and international legislation and treaties.

4. Icharge24 service delivery

4.1 To combat possible fraud or corruption there is a barrier which will prevent recharge attempts e.g from the same cellphone number within 24 hours after the initial transaction

User not logged in

- Transaction limit of R250
- One purchase per 24 hours per meter number
- One purchase per 24 hours per mobile number
- Transaction delay – 5 min

4.2 Although Icharge24 complete most recharges in less than 1 minute, Icharge24 do not in any way guarantee a turnaround time. The main reason for this is Icharge24's reliance on third parties.

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

4.4 Should a recharge not have been done, and Icharge24 were made aware of this Icharge24 will respond to all such queries quickly and efficiently. Although most communication from Icharge24 to users commence within an hour from receiving an enquiry, Icharge24 reserves the right to commit to communicate with users personally with regards to any failures within 2 business days from receiving a failure report. The only reason Icharge24 reserves this right is to ensure communication to all users, during critical system failures of any third party.

4.5 Automatic programmed processes continuously run in the background to attempt recharging unsuccessful transactions, for this reason Icharge24 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 iCharge24 cannot do refunds on any products sold on the online platform

5. Fees and charges

5.1 Icharge24 provide a method of obtaining prepaid airtime and electricity vouchers by combining existing internet banking methods and infrastructure. Icharge24 retain the right to deduct any or all costs and legal fees from the purchase amount when a transaction is processed with iCharge24.

5.2 Icharge24 process cellular recharges at no charge to the user.

5.3 The municipalities of Richards Bay and Mbombela levy a 5% charge on the value of the recharge. This is not an Icharge24 levy.

5.4 All prices are inclusive of VAT

5.5 Standard rates apply for USSD services

5.6 All transactions need to be done in Rand amounts, no cent amount will be processed or taken into consideration in any dispute whatsoever.

6. User conduct and responsibility

6.1 Should the user, commence a transaction with Icharge24, the user acknowledges and accepts the possible delay between any of the third parties involved to successfully recharge your SIM or electrical meter.

6.2 It is the responsibility of the user to notify Icharge24, by email to helpdesk@icharge24.co.za, should the user not have received his or her recharge voucher or pin within 15 minutes.

7. Privacy

The details provided on this site by any user will not be given to any third party.

8. Disclaimer and Warranty

8.1 Icharge24 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 they are in working order. Should any Voucher/Token or pin not be in working order, Icharge24 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, Icharge24 does not in any way acknowledge responsibility for a "working" Voucher/Token or Pin but is merely acting in the interest of the end user and supplier, and should not be interpreted differently.

8.2 Transactions where an incorrect electrical meter number was supplied by the client and Icharge24 have effected the recharge on this wrong number, such a transaction is not capable of being reversed. Icharge24 do not accept liability for any losses.

8.3 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. Users expressly agree that use of this site is at their own sole risk.

8.4 To the fullest extent permissible, according to applicable law, Icharge24 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 Icharge24 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.

8.5 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.

8.6 You acknowledge that Icharge24 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. Icharge24 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.

8.7 Neither Icharge24 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. Icharge24 does not represent or warrant that materials in this site or information provided by Icharge24 via e-mail or other means, are accurate, complete, reliable, current or error free. Nor does Icharge24 make any warranty as to the results that may be obtained from the use of Icharge24 or its content or to the accuracy, completeness or reliability of any information obtained through use of this site

8.8 Icharge24 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 Icharge24, its affiliates or a user's own errors and/or omissions. Icharge24 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 Icharge24 and its affiliates disclaims any liability to the user in this regard.

9. Disputes

Icharge24 and the user, "the Parties", agree irrevocably that any dispute whatsoever arising from the above mentioned Terms and Conditions shall be settled as follows:

9.1 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;

9.2 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");

9.3 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).

9.4 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.

9.5 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.

9.6 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantive success of each Party's argument 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.

10. Limitation of liability

10.1 Under no circumstances, including without limitation negligence, shall Icharge24 or its affiliates, officers, directors, employees, agents, providers, suppliers or any other party involved in creating, producing, transmitting or distributing Icharge24 be liable for any indirect, incidental, special, consequential or punitive damages arising from or in connection with the use or inability to use Icharge24 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 Icharge24 has been advised of the possibility of such damages.

10.2 Icharge24 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 Icharge24 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 Icharge24:

1. Only persons of 18 years and older may participate. Employees of Icharge24 and immediate family members are excluded.
2. The winner will be the person who correctly predicts.
3. The winner will receive prize money as stipulated on Social Media Platforms.
4. Prize money will double if the winner is an Icharge24 client. An Icharge24 client is a client who purchased products of R250 or more during the preceding 2 months.
5. If there is more than 1 winner, The Client Services Manager of Icharge24 shall draw the name of the lucky winner.
6. The prize is not transferrable or negotiable.
7. Only one entry per person will be allowed.
8. The draw will take place on the Wednesday following on the day of the match/game.
9. The winner shall be announced on the Facebook page of Icharge24.
10. The judge's decision is final, and no correspondence will be entered into.
11. Icharge24 reserves the right to amend the rules or cancel the competition at any time.

One Loyalty Members:

Any One Loyalty member that is already a registered user of Icharge24 or any Icharge24 affiliate will not qualify for the cash back offer.

Digital products

Product validity periods:

- Google Play Gift Codes: Gift Card value expires 2 years following the date of (1) card issuance, or (2) last activity on Google Play stored value account into which the card is redeemed, whichever is later.
- Uber and UberEATS vouchers: The value associated with this voucher code expires three years after the date of first activation.
- Netflix Vouchers: Product is valid for 3 years after date of purchase.
- Xbox: Product is valid for 3 years after date of purchase.
- Sony Playstation: Product is valid for 3 years after date of purchase. This applies to both wallet top-ups and memberships.
- Microsoft products: Product is valid for 3 years after date of purchase.

Product refunds:

Please note that if your desired product cannot be delivered to you, we will offer a refund for the payment. No refunds will be offered if your purchase was successful.

Playstation Plus memberships:

Please note that for PlayStation Plus 3 Months Membership and PlayStation Plus 12 Months Membership, 1c is added to the purchase total in order for us to process the transaction.