



## **POWERTIME SERVICE TERMS AND CONDITIONS OF USE**

### **ACCEPTANCE**

PLEASE READ THE USER AGREEMENT OF THIS SITE

**www.powertime.co.za** ("Site") CAREFULLY.

BY USING THE POWERTIME SERVICE, WEB AND MOBI SITE, MOBILE APPLICATIONS, YOU AGREE TO THESE TERMS AND CONDITIONS.

These terms and conditions of use may be changed in the future without prior notice.

This website is owned and operated by Powertime Prepayment (PTY) Ltd ("Powertime") registration number 2008/022833/07.

Further, these terms and conditions apply exclusively to your access to, and use of, this Web Site and not alter in any way the terms or conditions of any other agreement you have with Powertime for products, systems, services or otherwise.

While Powertime has tried to provide accurate and timely information, there may be inadvertent technical or factual inaccuracies and typographical errors, for which we apologize. We reserve the right to make changes and corrections at any time, without notice.

### **COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

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### **SALE OF ELECTRICITY/AIRTIME**

Powertime offers the User the option to purchase electricity, for certain types of pre-paid electricity meters, via this Site for designated areas.

The designated areas will appear on the Site itself and may be expanded or reduced at the sole discretion of Powertime without prior notice to the User.



The purchase of electricity via this Site is subject to any credit limitations or payment ceilings imposed by the User's bank, and by the limits of the User's electricity meter. Due to the fixed service fee set by the Municipality or Service Provider of electricity minimum transaction amount will be R20 per transaction.

The price payable for a unit of electricity shall be as set by the Municipality or Service Provider of electricity. Payment for electricity purchased via this Site shall be effected by the User to Powertime by way of a credit card transaction using a valid credit card.

Although every effort is made to ensure that the User receives the purchased electricity immediately, Powertime in no way warrants that the service will be completely uninterrupted and error free and that accordingly there may be a delay (time out) in the delivery of the electricity to the User.

Powertime allows existing prepaid Electricity customers with a credit history of 3 months with Powertime to purchase prepaid Airtime.

### **SERVICE CHARGES**

Powertime is remunerated by Eskom and municipalities for providing the delivery of BSST and prepaid electricity tokens. However, in the case of Eskom and certain municipalities, where the 3% VAT inclusive cost levied by the banks to process credit card transactions are not reimbursed by the municipalities, such cost is to be borne by Powertime customers when they elect to pay by credit cards. Customers receive a separate Powertime VAT receipt for such service charges, together with the electricity token. Customers electing to pay by EFT via PayGenius incur no service charges. Municipalities that cover credit card costs, and for which no transaction charges apply on Powertime, are the following: Blue Crane, Breede Valley, Centlec (Bloemfontein), Drakenstein, George, Kimberley/Sol Plaatje, Knysna, Kuruman, Saldanha, Stellenbosch, uMhlathuze/Richard's Bay.

Customers accepting Powertime terms and conditions hereby acknowledge, and accept that for Eskom and certain municipalities, a 3% VAT inclusive credit card charge may apply.

### **REFUND POLICY**

Powertime will not process any refunds if the electricity token number has been generated or can be regenerated within 24 hours (in the case of a time out). The User should contact the relevant local Municipality or Service provider if the User's meter will not accept the token but the meter number is correct.

Due to the consumable nature of electricity, should the User purchase electricity in error or in excess of the User's requirements, Powertime shall be under no obligation to refund



the User or to reverse the transaction. Accordingly no cooling-off period as contemplated by section 44 of the Electronic Communications and Transactions Act 25 of 2002 shall apply.

In the case where an electricity token number is not delivered within the 24 hour time frame and the User notifies Powertime in writing at [support@powertime.co.za](mailto:support@powertime.co.za) within 24 hours of the 24 hour time frame expiring, then Powertime will initiate a refund process. If the 48 hour time frame has expired before notification is received then Powertime will be dependant on the amount being refunded by the relevant Municipality or Service Provider of electricity and thus will only be able to refund the user once Powertime's account has in turn been credited.

Powertime does not refund any Airtime purchases.

### **USER ACCOUNTABILITY/ RESPONSIBILITY**

The User is responsible for all use of the Site made by the User or anyone else using the User's password and for preventing unauthorised use of the User's password. If the User believes there has been any breach of security such as the disclosure, theft or unauthorised use of the User's Password or any payment information, the User must notify Powertime immediately. Powertime recommends that the User does not select an obvious user password (such as the User's name) and that the User change it regularly.

### **SECURITY**

User information is kept strictly confidential and is secured by a variety of security measures that are reasonable taking into account the nature of service offered on this Site. All credit card transactions are Secure Socket Layers encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte.

Appropriate action shall be taken in terms of chapter 8 of the Electronic Communications and Transactions Act 25 of 2002, against any person that delivers or attempts to deliver any damaging code to this Site or attempts to gain unauthorised access to any page on this Site.

### **LINKS AND FRAMING**

Powertime makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of Web sites accessible by hyperlink from this Web site, or Web sites linking to this Web site.

### **WEBSITE DISCLAIMER**



POWERTIME SHALL DEVELOP AND OPERATE THE SITE WITH REASONABLE SKILL AND CARE AND HAS REASONABLE SECURITY PROCEDURES IN PLACE.

Except as set out above, Powertime provides no warranties with regard to the Site. Powertime and its software suppliers shall not be liable to the User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any direct, indirect, special, or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Powertime, their employees or agents or otherwise) which arise out of or in connection with the Site or its Use (whether in contract, delict or otherwise).

### **GOVERNING LAW**

This Site is a South African based web site. These Terms and Conditions shall be governed and construed in terms of the law of the Republic of South Africa and the jurisdiction of the Cape High Court shall govern any action arising from these Terms and Conditions and/or the Use of this Site. Powertime chooses as its domicilium citandi et executandi as the The Vineyards Office Estate Barinor South Building A Ground Floor 99 Jip De Jager.

### **DISPUTES**

The User and Powertime (“the Parties”) irrevocably agrees that any dispute whatsoever arising from these Terms and Conditions shall be settled according to the following procedure:

- the Parties shall firstly utilise their best efforts to attempt to settle the dispute amicably between them by 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;
- 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”) Secretariat;
- should the mediation fail to resolve the dispute, the Parties irrevocably agree that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted according to the AFSA arbitration rules before:
  - a single arbitrator appointed in terms of those rules in the event that the amount in dispute is less than one million rand; or
  - three arbitrators appointed in terms of those rules in the event that the amount in dispute is equal to or greater than one million rand.

The venue of the arbitration shall be Cape Town, South Africa.



The arbitrator:

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

The Parties irrevocably agree that the decision in the arbitration proceedings:-

- shall be final and binding on the Parties;
- shall be carried into effect;
- may be made an order of any court of competent jurisdiction.

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

The Parties agree that:

- the nature of any dispute arising from this agreement; and
- the resolution thereof in terms of this clause which shall include any testimony and/or evidence presented in terms of the provisions of this dispute resolution clause; and
- any settlement agreement in terms of this clause as well as any arbitration award, shall be considered Confidential Information.

This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the negotiations, mediation or decision of the arbitrator as the case may be from time to time.

The provisions of this clause will continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.

### **Security and Privacy**

The **powertime.co.za** web site is secured using a Digital Certificate. This verifies our site's identity for you. It ensures that all information you send to us via the World Wide Web will be encrypted using proven mechanisms (https), and so cannot be intercepted by a third party. This is indicated by a closed lock icon in your browser window, and a web address that starts with *https://*.

Your credit card details are treated as highly confidential with the highest security and no credit card details are stored on the website.

For your security, we recommend that you keep your login name and password secret. If you think that your password may have been compromised, log in and change it. After



recovering a lost password by any method, we recommend that you change your password.

Your details will not be given out to any third party, except of course when you make a purchase, when we must send your credit card details and purchase amount to the bank, and your meter number and purchase amount to the Service Provider.

### **Payment options/currency accepted**

Payment may be made via VISA, MasterCard or Diners credit cards, and certain Debit cards. The transaction currency is in South African Rand (ZAR).

### **Variation**

Powertime may, in its sole discretion, change these terms and conditions or any part thereof at anytime without notice.

### **How to get assistance/ Powertime's contact details**

Unfortunately **www.powertime.co.za** has no control over some of the most common problems. Please contact your local Municipality or Service provider for any of the following queries:

- If you wish to query the charges on your electricity ticket.
- If the meter in your house is registered to the wrong name.
- If there is any problem with your meter or electricity supply.
- If your meter will not accept the token but the meter number is correct.

Should you have a problem buying electricity or airtime on this site, please CONTACT US on [support@powertime.co.za](mailto:support@powertime.co.za). Powertime's support policy is to only contact the User on request. If you would like Powertime to phone you please email a "please phone me request" to [support@powertime.co.za](mailto:support@powertime.co.za) and Powertime will phone you within 24 hours.