

**The regulations are effective from 19/10/2022.**

## § 1

### Introduction

The present ToS defines the principles and terms for using an on-line shop available at [www.senetic.co.za](http://www.senetic.co.za) run by Senetic (Pty) Ltd, 222 Smit Street, Johannesburg, Gauteng 2000, South Africa, VAT Number: 2017/204932/07, and in particular defines the principles for placing Orders and concluding sales contracts via remote means of communication, as well as for the use of all On-Line Shop services by Clients. To contact the Seller for any issues related to sales via the shop call: +27 (10) 500 8490 or e-mail: [info@senetic.co.za](mailto:info@senetic.co.za).

## § 2

### Glossary

Terms used in the ToS shall be understood to mean the following

1. Service Provider or Seller - - Senetic (Pty) Ltd;
2. Client - Consumer or Business which has placed or intends to place an Order or uses other On-Line Shop services (hereinafter also the "Purchaser");
3. Consumer - a physical person performing a legal transaction not directly associated with its business or professional activity;
4. Business - a physical person, a legal person or organisational unit with statutory legal capacity, performing transactions directly associated with its business or professional activity;
5. Client's Account (Account) - Shop's subpage where the Client is able to, amongst others, manage personal data, receive notifications on Order status changes, control and manage the state of Orders placed by them;
6. ToS - this Terms of Service for sales using remote means of communication and provision of electronic services. Within the scope of provision of electronic services the ToS is a terms of service as referred to in Article 8 of the Act on Provision of Electronic Services,
7. Registration - is one-off, voluntary and free, entailing the Client setting up the Client's Account performed via the administration panel made available by the Service Provider within the Shop website;
8. On-Line Shop [www.senetic.co.za](http://www.senetic.co.za) (hereinafter also the "Shop" or "On-Line Shop") - an internet website located at <http://www.senetic.co.za> via which the Service Provider provides services as defined by the ToS and the Client may place Orders;
9. Party - Senetic (Pty) Ltd or the Client;
10. Goods (or "goods")- tangible movable which is the subject of a Sale agreement or right being the subject of a Sale agreement (e.g. a licence);
11. Sale agreement - an agreement, pursuant to which the Senetic (Pty) Ltd transfers or undertakes to transfer ownership of the Goods to the Client, and the Client pays or undertakes to pay the price

thereof or an agreement, pursuant to which the Senetic (Pty) Ltd transfers or undertakes to transfer the right to use given software to the Client (license sale) and the Client pay or undertakes to pay the price on account thereof;

12. Remote agreement - an agreement concluded between the Senetic (Pty) Ltd and the Client within the framework of the organised system of sales or service provision, without the Parties being physically present, with the exclusive use of one or more remote communication means up until the agreement conclusion, inclusively;
13. Service (Services) - Order, Licence Order or Quote Request as well as other services provided within the scope of the Shop;
14. Order - a declaration of the Client's will constituting an offer to conclude a Sale agreement with Senetic (Pty) Ltd with the direct intension of concluding a remote Sale agreement via the On-Line Shop defining the type and quantity of Goods being the subject of the Sale agreement;
15. License order - a declaration of the Client's will constituting an offer for concluding an agreement with the Senetic (Pty) Ltd for a software license with the direct intension of concluding a remote Sale agreement (license sale), via the On-Line Shop defining the type and quantity of software for the use of which a license is being sold;
16. Quote request - a request for a quote submitted by the Client via the form available in the Shop, defining the Goods or software being the subject of the request and including the Client's contact details entered on the form.

## § 3

### The Obligations

1. The Client is obligated to use the Services provided by the Service Provider in a manner pursuant to the law, provisions of the ToS and not to supply content prohibited by the general regulations as in force at present.
2. The Seller is obliged to deliver the Goods free of defects

## § 4

### Shop use terms

1. The Service Provider provides the following Services via the On-Line Shop:
  - 1) presenting the Shop's products and services,
  - 2) placing Orders,
  - 3) placing License orders,
  - 4) submitting Quote Requests,
  - 5) setting up and managing a Client's Account in the On-Line Shop;
2. Registration is not required to access services as defined in par. 1 pts 1-4 hereinabove.
3. Registration is required to access services as defined in par. 1 point 5 hereinabove.

4. To use the Shop the Client is required to have a device with Internet access and an internet browser (recommended: Mozilla Firefox ver. 24.0 and newer, Opera ver. 10 and newer, Google Chrome ver. 28.0 or newer or MS Internet Explorer ver. 8.0 or newer), with cookies and Javascript scripts enabled. The use of other versions of internet browsers is acceptable as long as they are fully compatible with the versions listed hereinabove.
5. To use the On-Line Shop safely, it is recommended for the device used by the Client to have:
  - 1) an anti-virus system with up to date virus definitions and other updates,
  - 2) an effective firewall,
  - 3) an operating system and internet browser with all available updates concerning security installed,
  - 4) internet browser cookies and Java Script options enables,
  - 5) software able to read PDF files.
6. The Service Provider uses Cookie files in order to gather information associated with the use of the Shop by the Client in order to:
  - 1) maintain the Client's session (once logged in), thanks to which there is no need for the Client to enter their Password on every page of the Shop,
  - 2) adapt the Shop services to the Clients' needs,
  - 3) building Shop page visit statistics,
  - 4) remarketing.

## § 5

### Placing Orders and concluding Sale Agreements

1. The Client may place Orders via the On-Line Shop 24/7 regardless of whether or not they completed the Registration. The Client may also place an order via the telephone by calling +27 (10) 500 8490 (solely from Monday to Friday during working hours) or e-mailing info@senetic.co.za.
2. Orders for Microsoft licences should be placed using the configurator available in the Shop at [www.senetic.co.za/](http://www.senetic.co.za/).
3. In order to conclude a Remote sales agreement for Goods via the On-Line Shop, go to the Shop website, select the Goods and place an Order by performing subsequent technical actions based on the messages or information displayed to the Client.
4. To place an effective Order it is necessary for the Client to have read and accepted the ToS.
5. Placing an Order constitutes an offer to conclude a Sale agreement for Goods made by the Client to the Service Provider.
6. Once the Client places an Order, Licence order or submits a Quote request, the Seller shall confirm the receipt of the request for a Service by e-mail, which shall include the confirmation of all significant elements of the Order placed by the Client.
7. After considering the Client's request, the Seller shall send the Client a message confirming Order acceptance.
8. Once the Client receives the confirmation as referred to in par. 7 hereinabove, a Sale agreement is concluded.

9. If, after the Client places an Order it transpires that the Order cannot be executed in part or whole, the Service provider shall inform the Client of this fact immediately via e-mail or telephone. In such a situation the Client reserves the right to cancel that part of the Order which cannot be executed on time or cancel the entire Order.

## § 6

### Prices, payments and delivery of Goods

1. The quoted prices for Goods exclude delivery costs. The exact delivery costs is provided whilst placing an Order or a License order. Whilst completing an Order form the Purchaser selects the delivery and payment method and confirms their choice.
2. The price binding for the Client who is a Consumer is always the price current at the time the Order or License order is being placed.
3. In the case of orders with a long lead time (more than 14 days) and goods manufactured to order, the Seller reserves the right to change the price of the products if the Goods Manufacturer or Goods Producer makes a price change. The Seller is obliged to inform the Customer of the price change. In the event of a price change, the Customer may withdraw from the agreement with immediate effect. In the event of withdrawal, the agreement shall be deemed not to have been concluded and the Customer shall be released from all obligations.
4. Point 3 shall not apply to Orders placed by Consumers or Individual Entrepreneurs.
5. The available payment and delivery methods are indicated whilst Clients are in the process of placing an order.
6. For credit or debit card payments via partners making such a payment method available the Seller does not collect any data concerning payment cards.
7. Information in the Shop on availability and delivery time are only guideline, intending to indicate the shortest time within which an order may be put together, i.e. the shortest time required by the Seller to ship the Goods. In every case the Seller attempts to ship deliveries immediately following conclusion of a Sale Agreement and the Sellers bank account being credited with the price for the Goods and delivery cost, unless payment on collection option was selected).
8. In collecting a parcel with the ordered Goods, we suggest the Client checks the parcel and indicate that in the event of determining:
  - 1) mechanical damage to the parcel content,
  - 2) an incomplete parcel,
  - 3) parcel content different than the subject of the Order,The Client is entitled to refuse to accept the parcel. Under such circumstances we suggest that comments or notes on the event are drawn up in the presence of the forwarder and the Service Provider is informed of the situation immediately.
9. A Client who is not a Consumer is obligated to check the content of the parcel upon receipt. If it is found to be damaged, this has to be reported to the Goods forwarder and contact has to be established with the Seller immediately. Complaints pertaining to mechanical damage to the Goods

- occurring during Transport shall be taken into consideration only and exclusively after a damage report is drawn up signed by the recipient who is not a Consumer and the parcel forwarder.
10. Non-collection of Goods sent subject to a cash on delivery payment method by a Client who is not a Consumer and a return of the parcel to the sender (Service Provider) results in the said Client being charged costs of Goods delivery and return.
  11. Unless the parties have agreed otherwise on the time of delivery, the Seller shall deliver the goods by transferring the physical possession or control of the goods to the Consumer without undue delay, but not later than 30 days from the conclusion of the contract.
  12. In contracts where the Seller dispatches the goods to the Consumer, the risk of loss of or damage to the goods shall pass to the Consumer when he or a third party indicated by the Consumer and other than the carrier has acquired the physical possession of the goods. However, the risk shall pass to the Consumer upon delivery to the carrier if the carrier was commissioned by the Consumer to carry the goods and that choice was not offered by the Seller, without prejudice to the rights of the Consumer against the carrier.

## § 7

### **Complaints and returns in relations to Clients who are not Consumers**

(applies to Businesses)

1. This paragraph is applicable solely in relations to Clients who are not Consumers.
2. All Goods sold in the Shop are brand new, free from physical and legal defects unless clearly marked in the Goods description as used or refurbished.
3. All brand new and factory refurbished Goods are covered by a standard manufacturer's warranty.
4. Used goods are covered by a 30 day Seller's warranty.
5. The description of the Goods in the Shop indicates if the Goods are refurbished or used.
6. The Seller provides links to Goods Manufacturers' websites containing Goods warranty terms. The warranties define precisely who is liable on account of the granted quality warranty for the Goods and all other warranty terms are precisely defined.
7. The entity responsible on account of the warranty (in most cases the Goods Manufacturer) is responsible with respect to the Purchaser if the Goods contain a defect reducing its value or usability in terms of the objective in the Sale agreement defined or stemming from circumstances or Goods designation.
8. For defect notification deadlines to be observed as defined in the granted quality warranty, it suffices to send Goods defects notifications prior to the expiry of those deadlines via e-mail letter or recorded delivery.
9. If Goods defects become apparent during the term of the warranty and are covered by the warranty, the Client should demand physical defects to be remedied or for Goods free of defects to be supplied in accordance with the warranty granted by the entity responsible on account of the warranty.

10. Unless some other deadline is specified in the warranty, the deadline shall be taken to mean one year from the date the Goods were handed over to the Purchaser.
11. For Sale agreements concluded with Clients who are not Consumers the Service Provider's responsibility on account of the guarantee for physical defects is excluded.
12. If, during the warrantee consideration process it turns out that damage occurred for reasons attributable to the Client, the Seller shall be entitled to charge all costs associated with considering the warranty to the Client.

## § 8

### **The Consumer's right to withdraw from the Agreement (return of Goods)**

1. A Consumer may withdraw from a remote Sale agreement for Goods without stating reasons by submitting an appropriate statement in writing within 14 (fourteen) days of the Goods being handed over to the Consumer. For the deadline to be observed an appropriate statement is to be sent to the Seller prior to its expiry.
2. In the event of a withdrawal from a remote Sale agreement for Goods , the agreement is considered as not concluded and the Consumer is free from any obligations. That, which the Parties handed over, is subject to return in an uncharged state, unless a change was necessary within the scope of ordinary course of business. The said return should take place immediately and no later than within 14 days.
3. The Goods should be returned to the Seller's address.

#### Obligations of the Seller in the event of withdrawal

4. The Seller shall reimburse all payments received from the Consumer, including, if applicable, the costs of delivery without undue delay and in any event not later than 14 days from the day on which he is informed of the Consumer's decision to withdraw.
5. The Seller shall carry out the reimbursement using the same means of payment as the Consumer used for the initial transaction, unless the Consumer has expressly agreed otherwise and provided that the Consumer does not incur any fees as a result of such reimbursement.
6. Notwithstanding paragraph 4, the Seller shall not be required to reimburse the supplementary costs, if the Consumer has expressly opted for a type of delivery other than the least expensive type of standard delivery offered by the Seller.
7. Unless the Seller has offered to collect the goods himself, with regard to sales contracts, the Seller may withhold the reimbursement until he has received the goods back, or until the Consumer has supplied evidence of having sent back the goods, whichever is the earliest.

## Obligations of the consumer in the event of withdrawal

8. Unless the Seller has offered to collect the goods himself, the Consumer shall send back the goods or hand them over to the Seller or to a person authorised by the Seller to receive the goods, without undue delay and in any event not later than 14 days from the day on which he has communicated his decision to withdraw from the contract to the Seller. The deadline shall be met if the Consumer sends back the goods before the period of 14 days has expired.
9. The Consumer shall bear the direct cost of returning the goods.
10. The Consumer shall be liable for any diminished value of the goods resulting from the handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.

## Exceptions from the right of withdrawal

11. The Consumer is not entitled to the right to withdraw from the agreement in the event of:
  - 1) service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader;
  - 2) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
  - 3) the supply of goods made to the consumer's specifications or clearly personalized;
  - 4) the supply of goods which are liable to deteriorate or expire rapidly;
  - 5) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
  - 6) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
  - 7) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
  - 8) the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
  - 9) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
  - 10) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;

- 11) the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- 12) contracts concluded at a public auction;
- 13) the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
- 14) the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

## § 9

### **Non-compliance of Goods with the agreement (Consumer Complaints)**

1. The Service Provider as the seller is liable with respect of the Consumer for compliance with Goods Sale agreement purchased by the Consumer.
2. Complaints, on account of non-compliance of Goods with the Sale Agreement may be submitted in writing directly to the Service Provider's address or via e-mail.
3. In the event of a Consumer determining Goods compliance issues with the Sale agreement, the Consumer should send the Goods in question together with a description of the non-compliance to the Service Provider.
4. We suggest proof of purchase is attached to facilitate the complaints process.
5. The Consumer is obligated to inform the Service Provider regarding the identified Goods compliance issue with the Sale agreement within 12 months of identifying such a compliance issue, whereas the Service Providers liability on account of Goods non-compliance with the Sale agreement is valid for a maximum of two years following handing over of the Goods.
6. The Service Provider undertakes to consider every complaint within 14 days.
7. Once a complaint has been considered the Seller and Consumer shall arrange, via e-mail, telephone or in writing, the terms for repair or replacement of the Goods.
8. In the event of a repair or replacement not being possible the Purchaser may demand a price reduction for the defective product or a refund.

## § 10

### **Terminating a service agreement**

1. The Client may terminate a Service agreement without indicating the reasons by sending an appropriate declaration, and in particular via e-mail or in writing to the Sellers address.



2. For Clients who are Consumers the Service Provider may terminate the Service agreement, when the Service Buyer grossly or persistently breaches the ToS and in particular if they provide content of an illegal character, after an ineffective demand to cease or take down the breaches within an appropriate notice period. The breach of ToS has to be objective and illegal. In such an event the Service agreement expires after 14 days of the Service provider submitting a termination notice to the Service Buyer.
3. For Service Buyers who are not Consumers the Service Provider may terminate a Service agreement with immediate effect and without indicating reasons by sending an appropriate declaration to the Service Buyer.

## § 11

### Resolution of disputes

1. Resolution of possible disputes arising between the Service Provider and the Client who is a Consumer shall be adjudicated by courts with jurisdiction pursuant to appropriate provisions of the Civil Procedure Code.
2. Resolution of possible disputes arising between the Service Provider and the Client who is not a Consumer shall be adjudicated by a court with jurisdiction over the Service Provider's registered address.
3. A consumer can use out-of-court ways of submitting and handling complaints. If you want to settle a dispute on goods purchased online amicably, you can submit a complaint using Online Dispute Resolution service, available at: <http://ec.europa.eu/consumers/odr/>

## § 12

### Personal details

Clients' personal details shall be processed by the Service Provider pursuant to the principles as defined by the Privacy Policy, taking into account the provision of law in that scope, and in particular the Personal Data Protection Act.

## § 13

### Final provisions

1. The Consumer is entitled to negotiate the provisions of ToS. To that end the Consumer should contact the Service Provider via conventional post, e-mail or telephone.
2. In matters not regulated herein regulations as in force at present shall be applicable.

3. Clients may gain access to the ToS at any timer and free of charge via an Internet link located on the home page of the Shop and make printouts thereof.
4. Information regarding Goods as provided by the Shop, and in particular their descriptions, technical and operational parameters as well as prices constitute an invitation to conclude an agreement.
5. Exclusive rights to the content made available within the scope of the On-Line Shop, and in particular copyrights to photographs, Goods descriptions and categories, Shop name, the Service Provider's and Goods manufacturers' trademarks as well as graphical signs which are component parts thereof as well as rights within the scope of databases are subject to legal protection and are due to the Service Provider or those entities, with which the Service Provider concluded appropriate agreements. Copying or other uses of any elements of the Shop without the Service Provider's consent are prohibited.

## Model withdrawal form

Date:

To: Senetic (Pty) Ltd,

222 Smit Street

Johannesburg, Gauteng 2000

South Africa

+27 (10) 500 8490,

e-mail: info@senetic.co.za

I hereby give notice that I withdraw from my contract of sale of the following goods /for the provision of the following service:

- 1) Ordered on /received on .....
- 2) Name of consumer,
- 3) Address of consumer,

Signature of consumer (only if this form is notified on paper),

