

Terms and Conditions of Use

Effective Date: August 2005

Last Update: September 2025

These Terms and Conditions ("Terms") govern your access to and use of netVendor's website, platform, and mobile platform (collectively, the "Platform"). By accessing or using the Platform, you ("the Customer") agree to be bound by these Terms and Conditions and acknowledge your contractual relationship with **NetVendor (Pty) Ltd** (Registration Number: 2016/405890/07, VAT Number: 4540222298), herein referred to as "**netVendor.**"

1. Acceptance

1.1. By accessing and using the Platform, the Customer accepts and agrees to be bound by these Terms and Conditions in full.

2. netVendor's Rights

2.1. netVendor reserves the right to amend or modify these Terms and Conditions at any time without prior notice. Continued use of the Platform constitutes acceptance of the amended Terms.

3. Electronic Communications & Records

3.1. The Customer agrees that all communications and transactions conducted with netVendor may be processed electronically. netVendor's computer records shall serve as **prima facie** proof of such transactions.

3.2. For the purposes of this agreement, "Customer" includes Owners, Landlords, Body Corporates, Billing Companies, Property Managers, or Property Agents.

4. Copyright and Intellectual Property

4.1. All content, software, and materials on the Platform are the exclusive property of netVendor and are protected under South African and international intellectual property laws. Unauthorized use is strictly prohibited.

5. Website Access

5.1. The Customer is granted a limited, non-exclusive license to access and use the Platform for legitimate purposes, including browsing content, viewing accounts, and making purchases.

5.2. Any copying, reproduction, uploading, or use of Platform content for illegal purposes or in violation of these Terms is prohibited.

6. Third-Party Links and Data Flow

6.1. The Platform may contain links to third-party sites not controlled by netVendor. netVendor is not responsible for the content or availability of any linked third-party platform.

6.2. netVendor shall not be liable for failures in data transmission caused by third-party communication providers.

7. Sales Terms

7.1. Quotes

7.1.1. Quotes remain valid for 14 days and are subject to exchange rates and product availability. Pricing may change without notice.

7.2. Payment

7.2.1. Orders will be placed with the manufacturer upon receipt of full payment in South African Rand (ZAR) only.

7.3. Delivery

7.3.1. *Out-of-stock items*: Delivery within 4–6 weeks, subject to supplier availability.

7.3.2. *In-stock items*: Estimated delivery time provided post-order confirmation. Delivery within 5 business days is targeted but not guaranteed.

7.4. Product Availability

7.4.1. Orders are subject to stock availability. Refunds will be issued for unavailable items.

7.5. Shipping Costs

7.5.1. Calculated at checkout and based on delivery location.

7.6. Damaged Items in Transport

7.6.1. Notify netVendor immediately if the packaging is damaged upon delivery.

7.7. Payment Options (Online Store)

7.7.1. Payments may be made via PayFast using Visa, MasterCard, Instant EFT, and other supported methods.

7.8. Card Security

7.8.1. Card transactions are processed securely by PayFast. netVendor does not store any card information.

7.9. Customer & Card Details

7.9.1. Customer details are stored separately from card data, which is handled securely by PayFast.

7.10. Merchant Outlet and Currency

7.10.1. The merchant outlet country is South Africa. Transactions are processed in ZAR.

8. Guarantee and Returns Policy

8.1. Meters are guaranteed for 12 months from dispatch date against defects in material and workmanship.

8.1.1–8.1.4. The guarantee is void if:

- Meters are misused or tampered with.
- Installation and operation do not follow manufacturer's instructions.
- Unauthorized repairs are attempted.
- Damage is due to external causes not related to defects.

8.1.5. Faulty meters within warranty must be returned by the customer for inspection. If faulty, they will be replaced at no extra charge.

8.1.6. Outside warranty, a new meter must be purchased at the customer's cost.

8.1.7. Refunds are available if unused meters are returned in original packaging within two weeks of delivery.

8.1.8. Refunds are processed within 5–10 business days.

9. Registration of Remittance Entity

9.1. The Customer declares all information provided is accurate and authorizes netVendor to manage services for the Remittance Company.

9.2. Agreement duration: 24 months from signature date.

9.3. The Customer may cancel upon expiry without penalty.

9.4. Unless cancelled in writing, the agreement continues month-to-month after expiry.

9.5. Cancellation before term-end requires 60 business days' notice. Key Change Tokens will be charged at prevailing rates.

10. Remittance Payments

10.1. Payments due to the Remittance Entity and service fees due to netVendor will be made within five (5) business days of month-end close.

11. Privacy and Protection of Information

11.1. All personal and banking information is encrypted and protected. Data is collected and stored in compliance with the **Protection of Personal Information Act (POPIA)**.

12. Full Disclosure

12.1. Customers confirm that all information supplied to netVendor is accurate and not derived from criminal activity. Misrepresentation may result in contract termination or legal action.

13. Account Authority

13.1. The Customer confirms authority over specified bank accounts and authorizes netVendor to execute related debit or credit instructions.

14. Service and Penalty Fees

14.1. A monthly service fee applies as per the signed agreement. Returned payments will incur an administrative fee of R43–R48 (excl. VAT), subject to change.

15. Prepaid Purchases

15.1. Prepaid electricity and water can be purchased via approved gateways or the netVendor app. The Customer remains liable if payments fail to clear.

16. Wallet System

16.1. Customers are responsible for settling any negative balances.

16.2. netVendor is not liable for disconnections due to low balance notifications not being received.

16.3. Failure to receive a bill does not waive the obligation to pay. Customers must check balances via the Platform.

17. Meter Deposit

17.1. A deposit (minimum R250) may be required before transactions are permitted. The deposit is held as surety.

18. Payment Authorisation

18.1. The Customer authorizes netVendor to deduct payments from the deposited amount. Transactions will be processed within five (5) working days.

19. Disclaimer of Liability

19.1. netVendor is not liable for any direct, indirect, or consequential damages arising from Platform use. Liability is limited to replacement or reasonable value of defective equipment.

20. Force Majeure

20.1. netVendor shall not be liable for failure or delay in performance due to force majeure events including natural disasters, civil unrest, or regulatory actions beyond its control.

21. Third-Party Communication

21.1. netVendor disclaims liability for communication failures caused by third-party service providers.

Company Details:

netVendor (Pty) Ltd

Unit 13, Heritage House,
20 Old Main Road, Hillcrest, 3610

Directors: Dennis Ellerman | Bruce Barrett

Company Reg No: 2016/405890/07

VAT No: 4540222298

Contact Us:

Should you have any questions regarding these Terms, please contact our customer support team.

Privacy Policy

Effective Date: August 2016

Last Updated: September 2025

This Privacy Policy outlines how **netVendor (Pty) Ltd** ("netVendor", "we", "our", or "us") collects, uses, stores, and protects your personal information in accordance with the **Protection of Personal Information Act 4 of 2013 (POPIA)** and other applicable data protection laws.

By accessing or using our website, mobile application, or services (the "Platform"), you agree to the terms set out in this Privacy Policy, including the use of cookies as described in Section 15.

1. Who We Are

netVendor (Pty) Ltd

Company Registration No: 2016/405890/07

VAT No: 4540222298

Unit 13, Heritage House,

20 Old Main Road, Hillcrest, 3610, South Africa

2. Information We Collect

We may collect the following types of personal information:

- **Identification and contact details:** Name, email, phone number, physical address, ID number.
 - **Account and financial information:** Bank details, payment history, utility usage data.
 - **Device and usage information:** IP address, browser type, device ID, log files, and site interaction.
 - **Other:** Property management info, prepaid meter data, or any information you voluntarily provide.
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3. How We Collect Information

- Directly from you (e.g., when you sign up, submit forms, or communicate with us)
 - Automatically through use of the Platform (e.g., cookies, log data)
 - From third parties such as property managers, landlords, or payment providers
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4. Purpose of Collection

We collect and process personal information for purposes including:

- Account creation and verification
 - Providing, managing, and improving our services
 - Processing payments and managing billing
 - Compliance with legal and regulatory obligations
 - Fraud prevention and system security
 - Customer support and communication
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5. Lawful Basis for Processing

Processing is conducted based on:

- Your consent
 - Fulfilment of a contract
 - Legal compliance
 - Legitimate interest (e.g., improving service or preventing fraud)
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6. Disclosure of Personal Information

Your data may be shared with:

- Our staff and authorised contractors
- Financial institutions and payment processors
- Property managers or body corporates (where applicable)
- Legal authorities if required by law

We do not sell your personal information to third parties.

7. Data Retention

We retain personal data only for as long as necessary to fulfil legal, operational, or contractual obligations, or until you request deletion, subject to legal retention requirements.

8. Security

We use industry-standard measures to protect your data, including:

- SSL encryption
 - Secure databases
 - Access controls and monitoring
 - Encrypted storage of sensitive information
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9. Your Rights (POPIA)

You have the right to:

- Access your personal data
- Request correction or deletion
- Object to processing
- Lodge a complaint with the Information Regulator

Information Regulator:

<https://www.inforegulator.org.za>

Email: complaints.IR@justice.gov.za

10. Payment Information

All card transactions are processed via **PayFast**, using industry-leading encryption. netVendor does not store any card data. See www.payfast.co.za for their full privacy policy.

11. Third-Party Services

We may integrate with trusted third parties (e.g., meter manufacturers, payment processors). These parties are contractually bound to keep your data confidential and secure.

12. International Data Transfers

Where applicable, data may be processed outside of South Africa. In such cases, we ensure equivalent levels of protection in line with POPIA.

13. Marketing Communications

You may opt in to receive marketing communications. You may unsubscribe at any time by following the link in emails or by contacting us directly.

14. Changes to This Policy

We may update this policy from time to time. Significant changes will be communicated via our website or email. Continued use of the Platform after such changes constitutes acceptance.

15. Cookies and Tracking Technologies

15.1. What Are Cookies?

Cookies are small text files placed on your browser or device to enhance your experience, track website usage, and provide relevant content.

15.2. Why We Use Cookies

We use cookies to:

- Ensure website functionality

- Save your preferences
- Track user activity and performance
- Improve our services through analytics
- Assist with security and fraud prevention

15.3. Types of Cookies Used

Type	Purpose
Strictly Necessary	Required for core Platform functionality
Performance & Analytics	Understand usage trends and optimize performance
Functionality	Remember preferences and settings
Marketing/Targeting	Serve relevant ads through third-party partners

15.4. Managing Cookies

You can control or disable cookies through your browser settings. Note that disabling cookies may affect site functionality. For browser-specific instructions, refer to:

- [Chrome](#)
- [Firefox](#)
- [Safari](#)
- [Edge](#)

15.5. Third-Party Cookies

We may use:

- **Google Analytics** for traffic monitoring
- **PayFast** for secure payments
- **Facebook Pixel** (if applicable) for remarketing

Each provider's cookie use is governed by their own privacy policy.

16. Contact Us

netVendor (Pty) Ltd

Privacy Officer

 Email: support@netvendor.co.za

 Phone: +27 31 109 0001

 Address: Unit 13, Heritage House, 20 Old Main Road, Hillcrest, 3610

By using our services, you agree to the terms of this Privacy Policy and our use of cookies as described.
