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# **GENERAL TERMS AND CONDITIONS**

The iKhokha System offers services to the Customer in the form of Value Added Services (VAS)

Usage of Value Add Services (VAS) are subject to the following:

- A The Terms and Conditions as contained herein below;
- B: The relevant VAS Service Provider's terms and conditions as supplied herein below:

**1** INTERPRETATION OF THIS DOCUMENT

The following definitions shall apply to the interpretation of the terms and conditions set out below:

"Agent" means the legal entity (including the store where the VAS service is being provided) which has been appointed by the Service Provider to process VAS offerings on behalf of Masstores (Pty) Ltd on the iKhokha card machine.

"Customer" refers to the person requesting or processing a VAS transaction.

**"Transaction"** a Customer purchase or payment instruction submitted at the Store for processing.

**"Store"** means any form of retail or wholesale shop where the iKhokha card machine is enabled to process VAS transactions.

**"Service Provider"** means the authorised legal entity that supplies the VAS offering to the Store.

### 2 GENERAL

The Customer, by requesting, processing or purchasing the VAS offering, confirms that he/ she accepts and understands the terms and conditions described herein and that he/she is aware of all the terms and conditions of the Money Centre.

NOTE: All discounts, price overrides are expressly forbidden on VAS offerings, save where discounts are implemented as part of a promotional campaign.

NOTE: Refunds are not permitted on certain VAS offerings.

Where and whilst certain Service Providers may entertain a request for a refund and agree to investigate the validity thereof on a case by case basis; the Customer agrees that in such instances, the turnaround time to process such refund shall be at the discretion of the Service Provider.

## 3 AIRTIME

The Store acts as an agent and sells airtime on behalf of the supplier.

The Customer agrees to use the Prepaid Airtime Service purchased through the iKhokha card machine at his/her own risk and the Store shall not be held liable for any loss, direct or indirect damages caused due to any failure, defect or malfunction of or delay caused by the Network Operators or the cellular phone handset.

It is the Customer's responsibility to ensure that the correct Network Operator, product value of airtime is selected and processed prior to payment. Note: Prepaid Airtime transactions shall not be reversed or refunded once successfully processed and a VAS Voucher is issued.

## 4 PREPAID UTILITIES

The Store acts as an agent and sells prepaid utilities on behalf of the Supplier.

Prepaid Utilities may include water, gas and / or electricity.

NOTE: The meter number and associated address must be verified by the Customer as correct, prior to the payment being made.

**NOTE**: Should the Customer be in arrears with his/her municipal account, any payment submitted to purchase prepaid utilities will be set off against the arrears amount until the arrears is paid in full. Only once the arrears have been paid in full, will the municipality issue a token for the prepaid service.

NOTE: Prepaid Utilities transactions shall not be reversed or refunded once successfully processed and a VAS Voucher is issued.

The Service Provider or Municipality shall set the price payable per unit of utility.

**NOTE:** The Store shall not be liable for any delay in the delivery of the prepaid utility to the Customer.

Free Basic Electricity (FBE) is only available once a month to qualifying customers;

Neither the Supplier nor the Store decides which Customers qualify for FBE. Queries in this regards must be addressed with his/her municipality.

#### 5 BILL PAYMENTS

**NOTE:** Bill Issuers have different rules associated to bill payments i.e. Certain bill issuers shall accept a minimum or part payment whilst others require the exact value to be paid. **NOTE:** Payments may decline if the rules set by the Bill Issuer are not met.

NOTE: It is the Customer's responsibility to ensure the account number is correct prior to making payment.

NOTE: The Store shall not process refunds on Bill Payments or Traffic Fines. Should the Customer require the refund; the Customer is requested to contact the Biller or municipality directly.

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## 6 CHANGES

We may need to change these terms and conditions from time to time, any amended terms and conditions published in Store, Media including the Store's websites shall form part of the terms and conditions, to which the Customer agrees to be bound.

# 7 SECURITY AND PRIVACY

The submission of Personal Customer Information may be mandatory for the purposes of processing a Customer order or services. Customer information collated shall be kept strictly confidential. This information is secured through various reasonable security measures.

In consequence, to the Customer purchasing a VAS Product and providing the Agent with a signed consent hereto the Customer consented to us processing his/her Personal Information as follows:

7.1.1 To provide the products and services to the Customer in accordance with these Terms and any other products and services which he/she may purchase.

## 8 CANCELLATIONS

Where a VAS Product is cancelled on the request of the Customer, the Customer agrees that any booking fees and/or transaction fees applied to the Product at the time of purchase shall be forfeited and such fees shall not be refundable to the Customer.

## 9 ADDITIONAL TERMS AND CONDITIONS

NOTE: The Customer, by requesting, processing or purchasing any of the above VAS offering, confirms that he / she accepts, understands and will be bound to the specific terms and conditions as described by the Service Provider.

The terms and conditions set out herein shall be severable of each other and the invalidity of any part of these terms and conditions shall not affect the validity of any other part.

DOCUMENT ENDS.