

## Customer Terms and Conditions

### Introduction

- These Terms and Conditions are binding and enforceable against every person ("you" or "your") that accesses or uses this Website and/ or purchases products from iComputing Online Store (Pty) Ltd t/a ICS (the "Store")
- By using the Website and by clicking on the "I Accept" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA") and your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- If there is any provision in these Terms and Conditions that you do not understand, you may click on the "Contact Us" link and request that ICS explain it to you before you accept the Terms and Conditions or continue using the Website.
- Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or ICS in terms of the CPA.
- ICS permits the use of this Website subject to these Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to these Terms and Conditions.

### 2. Use of the Website

- By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and Conditions and to be liable and responsible for you and all your obligations under these Terms and Conditions.
- You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. You also agree that all content including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (the "Content") belongs to ICS and

you shall not therefore in any way use any robot, spider, other automatic device, or manual process to monitor, copy, reverse engineer, distribute or modify the Website or the information contained herein, without the prior written consent from ICS.

- You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of ICS.
- Adding an item to a cart does not reserve the product. While shopping - products may become unavailable due to ongoing purchases and as a result may be removed from your cart to avoid checking out a unit that is no longer in stock.

### **3. Ordering of Products**

When you place an order for a product, your order is subject to product availability. You acknowledge that stock of all products on the Website and at any Store is limited and that pricing may change at any time without notice to you. ICS will take all reasonable efforts to monitor stock levels and ensure that when stock is no longer available, that offers thereof are removed from the Website. ICS cannot guarantee the availability of stock. If you order a product on the Website or any Store and that product is no longer available after payment, ICS will notify you and you will be entitled to a refund of any amount already paid by you for such products.

Prior to delivery or your collection of the products you ordered; you may cancel an order at any time provided you do so before receiving a dispatch notice e-mail from ICS. After delivery or your collection of the products, you may return such products only in accordance with ICS Returns Policy.

- Before you make payment on the Website, you will have the opportunity to review any order for products that you have ordered.
- You may pre-order products that are newly launched prior to availability on the Website. Pre-Orders can only be secured by making a full payment as may be set out on this Website. ICS will endeavour to ensure that pre-orders are fulfilled as soon as stock is available, however on occasion there may be  
You may cancel your pre-order prior to collection or delivery and ICS will refund the amount you paid to secure the product.
- **Waiting list:**  
To keep the waiting list fair for all our customers, we have put the following rules in place;  
First come, first served - The waiting list will be run centrally and stock will be allocated on a first come, first served basis.

- Pricing - Please note that due to the fluctuating exchange rate we cannot confirm that pricing will remain the same by the time your product is available to be purchased. There is a chance that it may increase or decrease at time of purchase. In order to secure the current pricing. Please note that this is only available for cash purchases.

#### **Electronic Software Download:**

You will receive a separate email with the link and activation code to download the software after placing your order. Vouchers and or Voucher codes cannot be redeemed or exchanged for cash and are not reloadable or refundable. Any delays due to supply constraints.

#### **4. Network Provider contracts at ICS Summarised terms:**

iComputing solutions T/A ICS is a reseller of the network operators - MTN and will perform the contract application on the customers behalf.

ICS undertakes to process and use Subscriber Personal Data only for the purpose for which it has been collected and undertakes that this processing must be carried out in accordance with any notice, consent or other requirement which may be required by any applicable law from time to time.

Contract applications are processed in line with MTN rules of engagement. Products must be insured to the full replacement value.

Queries related to the devices that form part of a contract application order (iPhone, Mac, iPad or accessories) must be referred to ICS through one of its customer contact channels.

- The device/s selected is/are the choice of the customer and that the/their features, capacity, colour and functionality are relevant to a customers' needs.
- The subscription (price plan) selected is the choice of the customer and the conditions and billing of the subscription and its benefits in terms of airtime, voice minutes, SMS's and Data have been explained, including any monthly billing, bundles and once-off charges.
- Products acquired through a contract application via ICS will be subject to the standard ICS returns and repairs' policy.  
The device taken out, on contract basis, is only returnable based on technical faults as determined by an ICS.
- International Roaming may be subject to a deposit, paid to the selected Network Operator.  
FUP (Fair Usage Policy) may apply to my contract.
- VAS (Value added Services) or insurance amendments applicable to the contract and device/s must be done by the customer by contacting the relevant entity.

- It is the responsibility of the customer to insure the newly contracted device.
- A standard activation/upgrade fee may be applicable to facilitate an application.
- All Network Provider terms and conditions apply. To view the full set of these please visit the following website.

MTN: <https://www.mtn.co.za/pages/termsandconditions.aspx>

Key terms related to:

**New Line:**

- Billing is done on a Pro-Rata basis in the 1st month from the moment that my new line is activated.

**Port:**

- Once a number port request has been successfully completed, ALL accumulated airtime, voice (minutes), SMS's and Data on the old SIM and network will be forfeited.
- A customer will have to give provide the current network provider 30 days' notice to port out of their network and that this can only happen once the full contract term with the current network provider has reached finality.

**Upgrade:**

- For early upgrades, there may be financing outstanding on a previous contract and this outstanding finance will be added/settled upfront onto a new contract until it is settled in full.

**5. Payments**

- You will be able to make use of the following means of payment for any of the ICS products:
  - 5.1.1 Cash in South African Rands (EFT online)
  - 5.1.2 Debit Card
  - 5.1.3 Credit card
  - 5.1.4 Mobicred (online only)
- ICS takes extensive steps to ensure that all transactions are secure. All transactions made through the Website are encrypted. You acknowledge that transactions that are performed over the internet may be vulnerable to being intercepted. ICS will not be liable for any loss that you may suffer as a result of any interception.

- Where payment is made by credit card, ICS may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the products will be cancelled. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the products. You also warrant that your credit card has sufficient available funds to cover all the costs incurred as a result of the services used on the Website. ICS reserves the right at any time and without giving you any advance notice to make changes to the prices of goods and to correct any pricing errors that may inadvertently occur. Some products are not necessarily available in all stores and the prices on this Website may vary in-store from time to time, therefore ICS cannot guarantee that any particular product will be available at the price displayed on this website in- store.

## **6. Delivery and Collection**

When you order the products off the Websites you may elect to either:  
collect the products at any ICS branch identified on the Website; or

request that the products be delivered to you.

### **Delivery:**

ICS will perform deliveries through a third party service provider. You may be required to provide a valid form of identification when your order is delivered.

ICS is not liable for any incorrect order or delivery where you make an error in the information that you provide to ICS e.g. if you provide the incorrect delivery address or submit an incorrect order.

You acknowledge that the delivery of your order may be impacted by events beyond ICS's control such as adverse weather conditions or industrial action. ICS is not liable for late deliveries of products purchased through the Website. ICS will, however, try to ensure a smooth delivery process.

### **Collection:**

- If you elect to collect the products from a Store, the Website will present a list of Stores that have or will have the products that you have ordered. You may then select the Store that you will be able to collect the products from (the "Collection Store").
- If a product is not stocked in a particular Store, you will not be able to select that Store as the Collection Store on the Website.
- The availability of the stock at the Collection Branch is as at the time the transaction is processed on the Website and the product may subsequently become unavailable between the time you completed the transaction and the time you go to collect the products from the Collection Branch. If the product becomes unavailable after the transaction of the Website, ICS will inform you and advise when the product may be available at that Collection Branch. You may

then elect another Collection Branch, to have the order delivered to a delivery address or cancel the order and the ICS will make a refund to you.

- After successfully completing the transaction on the Website, you will receive a confirmation e-mail advising you of the status of your transaction and the Collection Branch you have chosen. ICS will also advise you when your products are ready for collection at the Collection Branch. Please do not attempt to collect the products from the Collection Branch prior to receiving communication from ICS that your order is ready for collection (the "Collection Notice").

A store consultant will assist you at the Collection Branch and will require you to present valid identification in the form of a

RSA ID document, passport or a drivers license .

If you fail to collect your order from the Collections Branch within 7 days from the date of the Collection Notice, ICS may cancel the order and refund you.

## **7. Returns**

Please refer to our Returns Policy for more information about returning products (and related refunds, replacements or repairs). The Returns Policy is incorporated by reference (which means that it forms part of these Terms and Conditions).

## **8. Errors**

ICS shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of products on the Website or the Store. However, should there be any errors of whatsoever nature on the Website or Store

, ICS shall not be liable for any loss, claim or expense relating to a transaction based on any error, save - in the case of any incorrect purchase price - to the extent of refunding you for any amount already paid, or otherwise as set out in the Returns Policy.

ICS shall not be bound by any incorrect information regarding the products displayed.

## **9. Privacy**

Please refer to our Privacy Policy incorporated by reference (which means that it forms part of these Terms and Conditions).

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## **10 Changes to these Terms and Conditions**

- ICS may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should

you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

- Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## **11. Disclaimer**

- The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- Whilst ICS takes reasonable measures to ensure that the content of the Website is accurate and complete, ICS makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by ICS representatives, ICS shall not be bound thereby.
- ICS disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

Although the products sold from the Website under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, ICS also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of ICS, its employees, agents or authorised representatives. ICS thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

## **12. Linking to third party websites**

- This Website may contain links or references to other websites ("Other Websites") which are outside of ICS control. These Terms and Conditions do not apply to those Other Websites and ICS is not responsible for the practices and/or privacy policies of those Other Websites or the "cookies" that those sites may use.

- Notwithstanding the fact that the Website may refer to or provide links to Other Websites, your use of such Other Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Other Websites or your reliance on any information contained thereon.

### **13. Limitation of liability**

ICS cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of ICS, its employees, agents or authorized representatives.

- To the extent permissible by law, ICS will not be liable for any direct, indirect, special or consequential loss or damages howsoever arising out of your use of any of the ICS products.
- ICS will not be liable for any direct, indirect, special or consequential loss or damages howsoever arising including but not limited to, your use of this Website, activity on the Website and or any linked Other Websites.
- You hereby indemnify ICS and hold it harmless against any loss or damage you or any third party may suffer as a result of your use of this Website, any Other Website and/or the ICS products.

### **14. Availability and termination**

- ICS will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- ICS may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that ICS will not be liable to you in the event that it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.

### **15. Complaints and notice**

- All complaints and queries should be sent by email to [info@icomputing.co.za](mailto:info@icomputing.co.za)
- Any legal notices that you give ICS under this contract must be sent by email to [info@icomputing.co.za](mailto:info@icomputing.co.za)

Notices must be sent by email and must be in English.

Where ICS needs to give you any notice as provided for in these Terms and Conditions or provide additional information about the products and services supplied to you, ICS will do so by sending you an email. You hereby consent to ICS providing you with notices or information in this way.



## **16. Governing law and jurisdiction**

- These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- In the event of any dispute arising between you and ICS, you hereby consent to the High Court of the Republic of South Africa. Nothing in this clause 15 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## **17. General**

- You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- Any failure on the part of you or ICS to enforce any right in terms hereof shall not constitute a waiver of that right.
- If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- If you need to obtain a sales record of your transaction to buy products through the ICS Website, you can contact ICS within 30 days of the transaction.

No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might .

## **Returns Policy**

### **1. Introduction**

- This Policy forms part of the Customer Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

- You may return any product that you bought from the Website or ICS if:
  - you've changed your mind;
  - you purchased the wrong item;
  - the product is an unwanted gift;
  - the products has a technical fault; or
  - you have concerns about the quality of the product (the “Returned Product”).

## **2. Products that you purchased incorrectly or that are unwanted**

- This Policy forms part of the Customer Terms and Conditions, and so words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.
- You can return an unwanted product to ICS, provided:
  - it is unopened, undamaged and unused, with the original labels and stickers still attached;
  - save in relation to second-hand products sold at ICS Pre-owned store , the Returned Product is in the original packaging, which must be undamaged and in its original condition with all seals still intact (if applicable);
  - it is not missing any accessories or parts; and
  - You return the product to the Store together with the invoice you received from the Store or you log a return on the Website within 30 days of delivery to you or collection by you of the unwanted product. You can only return a product within 30 days of delivery if it is defective.
- Once we have inspected the Returned Product and validated your return form, we will credit your account with the purchase price of the product within 10-14 working days of the return being received at our warehouse or service centre.
- You may also elect to exchange a Returned Product for another product (the “Exchange Product”) that is of the same value as the Returned Product. If the price of the Returned Product is less than that of the Exchange product, you will be liable to pay the cash difference between the two products. And if the price of the Returned Product is more than that of the Exchange product, ICS in this case will pass a credit to your account.
- If the packaging is in any way opened, damaged or tampered with, ICS will charge you a handling fee of up to 20% (twenty percent) of the total purchase price of the Returned Product.

- If you have entered into a contract with a mobile cellular operator, returning a product bought from ICS will not cancel your contract with the mobile cellular operator. You will continue to be responsible for that contract and for any charges and fees that are associated with that contract.
- Unsealed software products, software subscriptions, electronic software downloads and electronic voucher downloads, gift cards, Microsoft cards and in-ear products may not be returned to ICS or ICS Pre-owned store and are not eligible for refunds.
- Due to hygienic reasons we cannot refund or exchange in ear AirPods/earpods (except on manufacturing faults/faulty products).
- All Returned Products are subject to inspection by ICS prior to a refund or an exchange.
- Any products purchased from the ICS Pre-owned store using a debit card will not be eligible for a refund but may be exchanged for another product.
- Products will not be refunded or exchanged due to incompatibility. Please check compatibility information before placing an order.
- Software products cannot be exchanged or refunded.
- A 20% handling fee will be charged on opened / used purchases. A courier collection fee may be charged on refunds and exchanges. ICS will process the refund within 10-14 working days after you cancel your agreement with ICS or ICS receives the returned product.

### **3. Products damaged on delivery**

- Should a product be damaged or missing any parts or accessories at the time of delivery, please notify ICS within 30 days of such delivery.
- Once we have inspected the product and validated your return, we will at your choice repair or replace the product as soon as possible or credit your account with the purchase price of the product.

### **4. Faulty Products**

All ICS products are covered by a manufacturer's warranty. If your product is faulty you must follow the process set out in the manufacturer's warranty as indicated to you by the ICS.

- Please note that any manufacturer's warranty is subject to whatever terms and conditions the manufacturer may impose. These are usually stated in a brochure or leaflet inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions.
- For the avoidance of doubt, the manufacturer's warranty is provided by the manufacturer and not ICS. Any queries with regards to the warranty should be addressed with the manufacturer and ICS can only facilitate the

communication between you and the manufacturer.

## **5. Refunds**

Refunds will be done electronically via electronic funds transfer (EFT) to a bank account nominated by you. In certain circumstances where possible, ICS may effect a credit card transaction reversal.

Refunds may take between 10-14 working days to process.

In order to process EFT refunds we will require a copy of the customers ID copy as well as a proof of payment.

ICS will not be liable for any bank charges, taxes, interest and/or any other fees that may be levied against you for the refund.

## **6. General**

To process a return, refund or exchange please send an email to [info@icomputing.co.za](mailto:info@icomputing.co.za) with your request and we will advise of the steps that you will need to follow.

## **Promotion Terms and Conditions**

### **General**

1. Offers are valid while stocks last unless otherwise stipulated.
2. No stock can be reserved as purchases will be treated on a first come first serve basis.
3. Accessories do not include devices shown in the images.

### **ICS Sale**

1. ICS Terms and conditions apply.
2. All offers are valid while stocks last.
3. Sale prices may be subject to change without prior notice.
4. No stock can be reserved as purchases will be treated on a first come first serve basis.
5. Selected sale products are limited to a fixed number of available stock, once this stock has been purchased, the deal will come to an end and the product will be sold at the normal price.

6. Accessories do not include devices shown in the images.
7. Where stock is available in store - stock levels may vary by store and can only be checked at your nearest store.
8. All products carry a 12-month warranty.



