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30.4.2014

Terms & Conditions

Definitions:

EFT: Electronic fund transfer via a secure internet banking site.

User: A consumer purchasing monthly/prepaid services via EFT

LED METERING : The recharge payment platform accepting deposits made via EFT by users and in return recharging various services to the user.

Registration details: Email address, Cell number, Meter number, municipality or other details that LED METERING might require to affect a transaction.

Third party: Any other party that LED METERING interfaces with in order to ensure service is provided to the user.

These include: Municipalities, Private metering companies, Cell phone networks, Internet platforms, Vending companies contracted by municipalities and telephone networks.

Communication: The communication channel for purposes of this agreement will be through e-mail only. No cellular or other contact numbers will be provided by LED METERING.

An automatic sms- system generated or by cell phone. An email or any message via a choice of other Electronic platforms.

Awareness: Will be deemed as the time LED METERING support staff read any request and not the time an enquiry has been sent.

Recharge Voucher Confirmation sent By LED METERING to the user via an electronic medium. This could include an sms – system generated or an email.

1. General

Terms & Conditions

1.1. The terms and conditions with LED METERING will not in any way over rule or eliminate or adjust the terms and conditions entered between the client, the bank and/or any service provider.

1.2. LED METERING will not be liable for any loss due to incorrect information supplied by a client such as: The incorrect cell number, electrical meter number or email address. LED METERING will however make all effort to recharge the supplied meter.

2. Copyright

3rd Parties or users may not use a LED METERING logo or other proprietary graphic or trademark of LED METERING to link to this Site without the express written permission of LED METERING. LED METERING may revoke this right at any time. 3rd Parties or users are granted a limited; non-exclusive right to create a hyperlink to this Site provided such link does not portray LED METERING in a false, misleading, derogatory or otherwise defamatory manner.

3. Intellectual Property Rights

All the trademarks, data and content on this web site, including but not limited to software, databases, text, video clips, graphics, icons, hyperlinks, private information, designs and agreements, are the property of, or are licensed to LED METERING. All these are protected from infringement, from any third party, by local and international legislation and treaties.

4. LED METERING service delivery

4.1 To avoid fraud and corruption there is a stop on duplicate recharges attempts i.e. the same cell number with the exact same amount will not be allowed through within 24 hours, to avoid this simply recharge again with a slightly different amount.

4.2 LED METERING does not in any way guarantee any turnaround time.

4.3 Transactions will only be processed once the EFT payment has been cleared by the bank.

4.4 Should a recharge not have been affected, and LED METERING has been made aware of this fact, LED METERING, will answer all such queries fast and efficiently. LED METERING commits to communicate with users personally with regards to any failures within 2 business days from receiving a failure report. The only reason LED METERING reserves this right is to ensure communication to all users, during critical system failures of any third party.

4.5 Should a user request a refund for any reason, such refund will be processed, at the discretion of LED METERING. The time of issuing such a request, by the user, will not be deemed as the time that LED METERING was notified. Notification will be deemed as the time that LED METERING support staff became aware of such a request. LED METERING cannot be held liable for a recharge taking place in the window period from the user sending such a request to the time support staff becomes aware of such a request.

5. Fees and charges

5.1 LED METERING provides a method of obtaining monthly/prepaid electricity by combining existing internet banking methods and infrastructure. LED METERING will retain the right to deduct any or all costs and legal fees from users that have received their recharges. The user shall be responsible to supply sufficient proof of payment to the satisfaction of both the Bank and/or LED METERING.

5.2 All prices are inclusive of VAT

5.3 Users pay a service fee.

6. User conduct and responsibility

6.1 On commencement of a transaction with LED METERING, the user acknowledges and accepts the possible delay between any of the third parties involved to successfully recharge your electrical meter. Should a user supply incorrect registration details or insufficient banking detail to LED METERING to do a successful recharge/eft, the user will be responsible to supply sufficient and original Proof of Payment with the correct cell number or meter number to be charged. Such to be attached to enquiry done through support pages at accounts@ledprojects.co.za

6.2 It is the responsibility of the user to notify LED METERING, through its support pages at accounts@ledprojects.co.za should the user have any queries.

7. Privacy

The details provided on this site by any user will not be given to any third party.

8. Disclaimer and Warranty

8.1 LED METERING is merely a payment platform. LED METERING will do everything in its power to assist the user in obtaining Top Up Electricity. By doing this LED METERING does not in any way acknowledge responsibility but is merely acting in the interest in connecting the end user and supplier, and should not be interpreted differently.

8.2 Transactions where an incorrect electrical meter number has been supplied by the client and LED METERING have affected the recharge on this wrong number, this transaction cannot be reversed. LED METERING can also not be held responsible for any losses.

8.3 Users understand and agree that this site and the information, services, products and materials available through it are provided on an "as is" and "as available" basis. You expressly agree that use of this site is at your own sole risk.

8.4 To the fullest extent permissible according to applicable law, LED METERING and its affiliates disclaim all warranties of any kind, either express or implied, including but not limited to any warranties of title, or implied warranties of merchant ability or fitness for a particular purpose. No oral or written information provided by LED METERING or its affiliates, officers, directors, employees, agents, providers, merchants, sponsors, licensors or the like shall create a warranty; nor shall you rely on any such advice or information.

8.5 You expressly agree that use of this site, including all content, data or software distributed by, downloaded or accessed from or through this site, is at your sole risk. You understand and agree that you will be solely responsible for any damage to your business or your computer system or loss of data that results from the download of such content, data and/or software.

8.6 You acknowledge that LED METERING or any of its affiliates do not in any respect control any information, products or services offered by third parties on or through this site, except as otherwise agreed in writing. LED METERING and its affiliates assume no responsibility for and make no warranty or representation as to the accuracy, currency, completeness, reliability or usefulness of content or products distributed or made available by third parties through this site.

8.7 Neither LED METERING nor any affiliate makes any warranty that this site or its contents will meet your requirements, or that the site or content will be uninterrupted, timely, secure or error-free, or that defects, if any, will be corrected. LED METERING does not represent or warrant that materials in this site or information provided by LED METERING via e-mail or other means, are accurate, complete, reliable, current or error free. Nor does LED METERING make any warranty as to the results that may be obtained from use of LED METERING or its content or as to the accuracy, completeness or reliability of any information obtained through use of this site.

8.8 LED METERING assumes no responsibility for: Any damages suffered by a user, including, but not limited to, loss of data from delays, non-deliveries of content, sms or e-mail, network or system outages, file corruption or service interruptions caused by the negligence of LED METERING, its affiliates or a user's own errors and/or omissions. LED METERING disclaims any warranty or representation that confidentiality of information transmitted through this web site will be maintained. All the information appearing on this site is provided without a representation or warranty whatsoever, whether expressed or implied, and LED METERING and its affiliates disclaims any liability to the user in this regard.

9. Disputes

LED METERING and the user, "the Parties", agrees irrevocably that any dispute whatsoever arising from the above mentioned Terms and Conditions shall be settled as follows:

9.1 The Parties shall firstly make their best efforts to attempt to settle the dispute amicably between them through 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;

9.2 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");

9.3 should the mediation fail to resolve the dispute, "the Parties" agree irrevocably that the dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted according to the AFSA arbitration rules, in Durban, KZN, South Africa, before: a single arbitrator appointed in terms of those rules in the event that the amount in dispute is less than R1 000 000 (One million rand) OR three arbitrators appointed in terms of those rules in the event that the amount in dispute is greater than R1 000 000.00 (One million rand).

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

9.5 The Parties irrevocably agree that the decision in the arbitration proceedings shall be final and binding on "the Parties"; and shall be carried into effect; and may be made an order of any court of competent jurisdiction.

9.6 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.

10. Limitation of liability

10.1 Under no circumstances, including without limitation negligence, shall LED METERING or its affiliates, officers, directors, employees, agents, providers, suppliers or any other party involved in creating, producing, transmitting or distributing LED METERING be liable for any indirect, incidental, special, consequential or punitive damages arising from or in connection with the use or inability to use LED METERING or any other content provided by or through the site, or resulting from unauthorised access to or alteration of your transmissions or data or other information that is sent or received , including but not limited to damages for lost profits, use, data or other intangibles, even if LED METERING has been advised of the possibility of such damages.

10.2 LED METERING or any affiliate shall have no liability to you in connection with any product, service or otherwise, purchased or used as a result of this site. It is expressly understood that the user is aware that LED METERING provides a service to bring service provider and service consumer together and accepts no responsibility for the quality, reliability, safety, function, sustainability or otherwise, of a product purchased, service used, or otherwise, as a result of the use of this site.