



## Terms and Conditions

### 1. Usage

Persons using the website [www.smsoffice.co.za](http://www.smsoffice.co.za) agree to observe and be legally bound by all **Terms and Conditions** of Use as set out below, including any other policies which may appear elsewhere on this web site. You also agree to observe and abide by all applicable laws and regulations. Use of this website is undertaken at the sole risk of the user.

### 2. Definitions

- 2.1** 'SMS Office' refers to the web site [www.smsoffice.co.za](http://www.smsoffice.co.za) which is owned by SMS Office cc.
- 2.2** 'Website' refers to [www.smsoffice.co.za](http://www.smsoffice.co.za)
- 2.3** 'Provider' refers to SMS Office cc.
- 2.4** 'User' refers to any legal person using the SMS Office web site or service
- 2.5** 'Message' refers to a text message of 160 characters or less, a logo, image or ring tone, or a combination thereof.
- 2.6** 'Service' refers to all the services offered by the provider on the website to the user under these **Terms and Conditions** as provided by the provider's SMS Gateway.

### 3. Electronic Communication

When a user visits <http://www.smsoffice.co.za/> or sends e-mails to SMS Office cc, that user consents to receiving communications from SMS Office cc electronically and agrees that all agreements, notices, disclosures and other communications sent by SMS Office cc satisfies any legal requirements, including but not limited, to the requirement that such communications should be "in writing".

### 4. Intellectual Property Rights

All the content, trademarks and data on this web site, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to SMS Office cc and as such are protected from infringement by local and international legislation and treaties.

### 5. Linking and framing

- 5.1** Any third party site may link to this website provided that such a link is directed at the home page of this website only.
- 5.2** SMS Office may provide links to third party websites as a convenience and such links do not imply SMS Office's endorsement of such sites.
- 5.3** No person, business, entity or web site may frame this site or any of the pages on this site in any way whatsoever.

### 6. Searching Technology

- 6.1** No person, business, entity or web site may use any technology such as 'web-crawlers' and 'spiders' to search and gain any information from this site without the prior written permission of SMS Office cc.

## 7. Privacy Policy

- 7.1** SMS Office cc values the privacy of users and therefore shall take all reasonable steps to protect the privacy and personal information of users.
- 7.2** SMS Office cc electronically collects stores and uses the following personal information of users:
- 7.2.1** Name and surname
  - 7.2.2** Birth date
  - 7.2.3** Gender
  - 7.2.4** Country of residence
  - 7.2.5** Nearest city
  - 7.2.6** IP and email addresses
  - 7.2.7** Click patterns and browsing habits
- 7.3** SMS Office cc electronically collect's, stores and uses the abovementioned information for the following purposes:
- 7.3.1** To greet the user when he/she accesses the SMS Office web site.
  - 7.3.2** Inform the user about competitions and special offers from SMS Office and/or its partners / affiliates
  - 7.3.3** To compile statistical information about click-patterns, browsing habits and access to the SMS Office web site.
  - 7.3.4** Inform the user of facts relating to his/her access and use of the SMS Office web site;
- 7.4** Information detailed above is collected either electronically by using cookies or is provided voluntarily by the user. Users may determine cookie use independently through their browser settings. The user may elect not to receive any communications from SMS Office web site and/or its partners / affiliates.
- 7.5** SMS Office cc may collect, save, compile, maintain, share, disclose and sell any information collected from users, subject to the following provisions:
- 7.5.1** SMS Office cc shall not disclose personal information from Users unless the User consents thereto
  - 7.5.2** SMS Office cc shall disclose information without the User's consent only through due legal process.
  - 7.5.3** SMS Office cc may compile, use and share all information that does not relate to any specific individual.
  - 7.5.4** SMS Office cc owns and retains all rights to information collected and compiled by the SMS Office web site.

## 8. Rights And Obligations

- 8.1** Whilst every effort will be taken to ensure that the SMS messages are sent on time, the provider cannot be held responsible for and not limited to the network provider not being able to send SMS messages on time.
- 8.2** The connection to the Internet and to the Cellular Network(s) is out of the control of the provider, and should there be a disruption in these services the provider cannot be held responsible.
- 8.3** The provider has no control over the message once it has been sent to the cellular network provider, and therefore cannot be held responsible for the message once handed over to the network provider.
- 8.4** Notwithstanding any other rights or obligations that the provider may have in terms of this agreement, the provider may outsource any part of its obligations provided that it should not be absolved from such obligations.

## **8. Rights And Obligations (cont.)**

- 8.5** While every effort will be made to ensure that the provider's systems will be available 24 hours a day, 7 days a week, 365 days a year, there may be times where systems will be shut down in order to perform maintenance.
- 8.6** The provider can in no manner whatsoever be held responsible or accountable for any loss suffered by the user resulting in the use of the providers system including but not limited to the systems not being available from time to time.

## **9. Disclaimer**

- 9.1** This web site is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with SMS Office cc that the service available from and through this web site will meet the user's individual requirements and be compatible with the user's hardware and/or software.
- 9.2** Neither SMS Office cc nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this web site or the services or products or content provided from and through this web site.
- 9.3** SMS Office cc makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this web site are free from errors or omissions or that the service will be 100% uninterrupted and error free. Users are encouraged to report any possible errors or omissions to SMS Office.
- 9.4** Opinions, ideas and information expressed on this site should not be regarded as professional advice or the official opinion of SMS Office cc and users are encouraged to consult with a professional before taking any course of action related to opinions, ideas or information expressed on this site.

## **10. Costs And Payment Methods**

- 10.1** SMS credit prices are displayed on the website. In the event of a sale or special offer, the discounted price will be displayed.
- 10.2** Prices exclude value added tax of 14% which is payable only by South African residents.
- 10.3** Should SMS Office cc incur banking charges of any nature whatsoever resulting from the user paying for services offered on [www.smsoffice.co.za](http://www.smsoffice.co.za), the costs will be for the user and will be deducted from any monies paid.
- 10.4** Credit card payments.
  - 10.4.1** Transaction details are presented to the bank and an authorization is obtained for the amount of the order. Payment is collected when the order is completed and the user account is then credited.
- 10.5** Bank deposit payments.
  - 10.5.1** The exact amount must be paid as per order.
  - 10.5.2** The payment must be identified by supplying the code on the electronic transfer or deposit slip.
  - 10.5.3** Cheque deposits are subject to the usual clearing period.
  - 10.5.4** All bank charges will be for the account of the depositor whether they are local or international.
  - 10.5.5** Unpaid bank deposit orders are cancelled after five working days and no transfers will be accepted through automatic teller machines.
  - 10.5.6** User accounts will only be credited once the monies have reflected in our bank account.

## 11. Code Of Conduct

- 11.1** The user agrees that the provider will not be liable or responsible for the content and nature of the messages sent and that the user is responsible for the content of the messages sent.
- 11.2** The user may not transmit any message which includes any unlawful, threatening, harassing, abusive, harmful, libellous obscene, 'spam', 'junk mail' or otherwise objectionable material of any kind, or any material that violates the rights of a third party, including but not limited to the intellectual property rights of that party.
- 11.3** Any complaints the provider receives regarding spam, unsolicited, offensive or defamatory messages will be passed on to the user and the provider reserves the right to suspend the user's account forthwith and without liability.
- 11.4** The user agrees that he/she has read, understands and agrees to abide by the SMS Code of practice as contained in this website.

## 12. Security

- 12.1** The user agrees and warrants that its log-in name and password shall be used for personal use only and shall not be disclosed to any third party.
- 12.2** The user allows SMS Office cc to take all reasonable steps to ensure the integrity and security of the SMS Office web site and back-office applications. Credit card transactions are protected by SSL (Secure Socket Layer encrypted).
- 12.3** Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that SMS Office cc suffers any damage or loss.

## 13. Changes And Amendments

- 13.1** SMS Office cc may change this agreement or any part thereof at any time without prior notice and at its sole discretion.
- 13.2** The user agrees to check SMS Office website frequently and to acquaint themselves with changes and/or amendments to information supplied and to these terms and conditions.
- 13.3** SMS Office reserves the right to change and amend prices and rates quoted on the SMS Office website without prior notice.

## 14. Disputes

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, and not resolved through the Customer Relations Department of SMS Office cc, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. Arbitration proceedings shall be conducted in Cape Town South Africa in English.

## 15. Termination And Term

This agreement shall commence upon the user's registration on the SMS Office site and will continue indefinitely until terminated by SMS Office cc or for any other reason. No refunds will be given for unused credits.

## 16. Enforceability

- 16.1** In the event of any part of this Agreement being found to be partially or fully unenforceable, for whatever reason, this shall not affect the application or enforceability of the remainder of this Agreement.
- 16.2** These Terms and Conditions contain a record of the entire agreement between the user and the SMS Office cc.
- 16.3** Please note that failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of the provision or the right to enforce it.

## 17. Suspension Of Service

- 17.1** The provider may at any time, without notice to the user and in any manner whatsoever suspend the performance of any of its obligations in terms of this agreement if:
- 17.2** The user fails to perform any obligations or breaches any term of this agreement  
And:
- 17.3** If any modifications, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever to the providers service enabling systems, including but not limited to its information systems and communication systems

## 18. COPYRIGHT

- 18.2** Copyright 2005 © SMS Office cc, 21 Upper Wheelan Street Newlands 7700 South Africa. All rights not expressly granted are reserved. To obtain permissions for the commercial use of any content on this site contact the General Manager at +27 21 674 2398 or e-mail [info@smsoffice.co.za](mailto:info@smsoffice.co.za).
- 18.2** Users may download, view and print content from this site for private and non-commercial purposes only.
- 18.3** All moral rights of SMS Office cc and its employees/agents are reserved.
- 18.4** SMS Office cc cannot screen or edit all the content available from the [www.smsoffice.co.za](http://www.smsoffice.co.za) site and does not accept any liability for illegal, defamatory or obscene content. Users are encouraged to inform SMS Office cc of any content that may be offensive or illegal.

## 19. Legal And Contact Information

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## 20. Governing Law

This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law