

Terms and Conditions



A: 1 Edward Street, Hennospark, Centurion

Tel: (012) 1400126 Fax: (086) 4254356

Email: Info@collectnet.co.za

Registration no: 2014/171483/07

PART 1:

IMPORTANT:

Who are you contracting with:

www.collectnet.co.za (the "Website") is owned by CollectNet Pty Ltd (hereinafter referred to as "CollectNet").

www.collectnet.co.za (the "Website") is operated by CollectNet (Pty) Ltd (hereinafter referred to as "CollectNet").

Visitors to the Website ("Users" or "you"), including those Users who purchase any products on the Website ("Purchasers") are bound by these terms and conditions ("T&C"). If you do not agree to these T&C's, do not continue to use the Website. Your continued use of the Website will constitute acceptance of the T&C's, unmodified by you.

PART 2:

PURCHASES FROM THE WWW.COLLECTNET.CO.ZA FOR PRODUCTS & SERVICES OFFERED BY COLLECTNET:

COLLECTNET offers the following products and services:

- Removal/Rescindment of Administration Orders
- Removal/Rescindment of Garnishee Orders
- Debt Review Services
- Debt Mediation Services
- Participation in a specially designed loyalty club with loads of cash discount benefits from retailers

Errors:

Please note that although COLLECTNET endeavours to accurately describe and/or depict each product on the Website, some descriptions or photographs may be of a generic nature and not specific to the particular product you wish to buy.

COLLECTNET shall take all reasonable efforts to accurately indicate prices. However, should products be erroneously offered at incorrect prices, COLLECTNET will not be obliged to sell products at such incorrect prices, but shall refund monies paid by you should you not wish to proceed with the purchase at the correct price (see the Refund Policy).

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Availability:

Services offered by "CollectNet" is open in perpetuity for applications and admissions. Therefore, it shall not be required of CollectNet to confirm availability thereof. Furthermore, CollectNet shall not provide any refunds for these respective products and services offered by CollectNet (see the Refund Policy).

Agreements of Sale

Placing a product in a shopping basket without completing the purchase cycle does not constitute an agreement of sale and/or constitute an order for such product, and as such CollectNet may remove such product from the shopping basket at the sole discretion of CollectNet when the purchase cycle has not yet been completed.

An agreement of sale only comes into effect if and when you electronically submit a properly completed order for one or more products in your shopping basket and payment is authorized and received by CollectNet in its bank account.

Termination of Sales and Cancellation of Orders

By CollectNet: CollectNet reserves the right, for purposes of preventing suspected fraud, to refuse to accept or process payment on any order, and/or to cancel any sale concluded between you and CollectNet, in whole or in part, on notice to you. CollectNet shall only be liable to refund monies already paid by you, and accepts no other liability which may arise as a result of such refusal to process any order/sale (see the Refund Policy in this regard).

By You: You are entitled to cancel your membership with thirty (30) days written notice submitted by email to info@collectnet.co.za. You are entitled to cancel your Personal Development Training prior to enrollment and participation at the applicable Personal Development Training Centre.

Amounts payable by You

Prices: The price of each product is displayed with the product listing. In the event of a sale or special offer, the discounted price is displayed.

Delivery Charges: Delivery charges are not applicable to the above products and services.

Value Added Tax: Value added tax at the rate of 14% is charged on products and services bought by South African residents.

Import Duties: Import duties are applicable to the above products and services.

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Payment Methods

Your payment for any products ordered from COLLECTNET must be made to COLLECTNET's bank account in the following way:

Credit card payments: At the time of placing the order, the transaction details are presented to the bank and payment is collected immediately. If the bank's authorization is not obtained, the order will be cancelled.

Confirmation of payments: COLLECTNET makes every effort to ensure that the information supplied on the Website is accurate. Where delays occur, every reasonable effort will be made to inform the Purchaser.

If paying with a specific credit card for the first time on the Website, COLLECTNET may carry out certain fraud checks with the cardholder's bank and the payment shall only be regarded as having been completed upon completion of such checks.

PURCHASES FROM WWW.COLLECTNET.CO.ZA FOR PRODUCTS & SERVICES OFFERED BY OTHER SUPPLIERS:

Other SUPPLIERS offer the following products and services:

- Literature, books, magazines and Personal Development Tours and Holidays.

COLLECTNET not liable to you

Please note that in purchasing products from another SUPPLIER, you are contracting with the relevant SUPPLIER and not COLLECTNET, and are purchasing the SUPPLIER'S product not a product from COLLECTNET.

COLLECTNET's role in this regard is limited to providing to the SUPPLIER the platform through which the SUPPLIER can market and sell their products to you and receive payment from you.

This means that a SUPPLIER is solely responsible for the fulfillment of all aspects of your order from him/her/it (including the making of timeous delivery of defect-free products to you) and COLLECTNET shall not be liable in any way therefore. Your rights and obligations under any purchase from a SUPPLIER will be as agreed between you and the relevant SUPPLIER, subject to the express provisions contained herein as read with the Refund Policy.

Although COLLECTNET reserves the right to become involved in any disputes between you and a SUPPLIER in an attempt to resolve same, COLLECTNET is not obliged to do so and any disputes must be resolved between you and the relevant SUPPLIER alone.

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SUPPLIERS and their Stock

Identification of SUPPLIER'S products: You will be able to distinguish between COLLECTNET products and the products of SUPPLIERS by means of the SUPPLIER'S names being displayed in the relevant product listings, as well as by means of the icons displayed next to the products in your shopping basket at check-out.

Products & Availability: Stocks of all other SUPPLIER'S products on offer are limited. Should you have placed a SUPPLIER'S product in your shopping basket which is, or has become, sold-out, such product will automatically be removed from your shopping basket and you will not be able to order it. Note however that any such removal will be based upon inventory information supplied by the relevant SUPPLIER and COLLECTNET bears no liability for any inaccuracies in the information so supplied to it. Consequently, should you order any product from a SUPPLIER which is in fact sold-out, any resulting dispute should be resolved between you and the relevant SUPPLIER, your respective rights and obligations being as set out herein and as read with the Refund Policy.

Amounts payable by you

Prices: The price of each product is displayed with the product. Note that any special offers or discounts offered by COLLECTNET on certain products sold by it from time to time, do NOT apply to sales of products by other SUPPLIERS.

Delivery Charges: Delivery charges differ depending on the delivery method and product weight

Value Added Tax: Value Added Tax at the rate of 14% may be charged on products bought by South African residents if the SUPPLIER is a registered VAT vendor. In the event VAT is charged, it will be included in the purchase price and you will be entitled to request a VAT invoice from the SUPPLIER.

PART 4:

GENERAL

Note that this part applies to all purchases made on the Website, whether from CollectNet or from a SUPPLIER.

Restrictions on Sales

Age restrictions: The onus is on you to ensure that you meet any age restrictions applicable to products ordered by you on the Website and that these restrictions are observed. Accordingly you indemnify CollectNet from any and all liability in this regard, including any liability arising as a result of your failure to provide accurate information in this regard when completing the Website registration process.



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Sales Records

A full record of every sale and related transaction between you and COLLECTNET and/or a SUPPLIER shall be maintained on the Website for a period of 12 months following the date of such sale or related transaction. You shall thus only be able to request such record during such period, whereafter you shall be responsible for retaining your own record of the relevant sale or related transaction.

Disclaimer

Save for COLLECTNET being liable to you –

- under the Consumer Protection Act 68 of 2008 (“CPA”) in relation to any products sold by COLLECTNET to you via the Website; and
- under sections 43(5) and 43(6) of the ECT Act in relation to COLLECTNET’s payment systems not being sufficiently secure,

Neither COLLECTNET nor any of its agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use of inability to use this Website or the services or content provided from and through this Website. Furthermore, COLLECTNET makes no representations or warranties, implies or otherwise, that, amongst others, the content and technology available from this Website are free from errors or omissions or that the service will be 100% uninterrupted and error free. You are encouraged to report any possible malfunctions and errors to info@collectnet.co.za.

Although the products sold via the Website may be under warranty, the Website itself is supplied on an “as is” basis and has not been compiled or supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to accepting these T&C’s that the service available from and through this Website will meet your individual requirements and be compatible with your hardware and/or software.

Information, ideas and opinions expressed on this Website should not be regarded as professional advice or the official opinion of COLLECTNET and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this Website.

Governing Law and Jurisdiction

This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the 'Disputes' clause of these T&C’s, you and COLLECTNET submit to the non-exclusive jurisdiction of the South African courts.

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Privacy

COLLECTNET shall take all reasonable steps to protect your personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). PAIA may be downloaded from:

http://us-cdn.creamermedia.co.za/assets/articles/attachments/03569_promofaccestoinfoact2.pdf

COLLECTNET may electronically collect, store and use the following of your personal information:

- name and surname;
- birth date;
- gender;
- country of residence;
- closest city;
- non-personal browsing habits and click patterns;
- e-mail address;
- mobile number (if provided by you);
- IP address; and
- ID number / passport number.

COLLECTNET may collect, store and use the abovementioned information for the following purposes:

- to greet you when you access the Website;
- subject to your consent, to inform you of facts relating to your access and use of the Website;
- subject to your consent, to inform you about competitions and special offers from COLLECTNET and/or its partners / affiliates;
- to compile non-personal statistical information about browsing habits, click-patterns and access to the Website;
- to verify your identity when transacting with COLLECTNET and/or SUPPLIERS;
- to ensure that the goods are received by the addressee; and
- to facilitate communication between you and any SUPPLIERS from whom you have made purchases.

COLLECTNET may collect, maintain, save, compile and share any information collected from you, subject to the following provisions:

- COLLECTNET shall not disclose your personal information
- COLLECTNET may compile, use and share any information that does not relate to any specific individual; and
- COLLECTNET owns and retains all rights to non-personal statistical information collected and compiled by COLLECTNET.

You acknowledge and agree that certain personal information (i.e. your full names, delivery address, email address, and contact number) will be disclosed to SUPPLIERS from whom you have ordered products in order to enable delivery of such products to you and to facilitate communication between you in relation to your purchase of such products.

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Security

Any person that delivers or attempts to deliver any damaging code to this Website or attempts to gain unauthorized access to any page on this Website shall be prosecuted and civil damages shall be claimed in the event that COLLECTNET suffers any damage or loss.

You agree and warrant that your log-in and password shall be used for your personal use only and not be disclosed to any third party.

You allow COLLECTNET to take all reasonable steps to ensure the integrity and security of the Website and back-office applications.

Changes to Agreement

COLLECTNET may, in its sole discretion, change these T&C's or any part thereof at any time on notice to you. It is your responsibility to ensure that you are satisfied with the amendments. Should you not be satisfied with the amendments, you must refrain from placing any further orders on, or from using in any way, the Website.

Disputes

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between you and COLLECTNET on any matter provided for in, or arising out of these T&C's, and not resolved by COLLECTNET, then such a dispute shall be submitted to confidential arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa. The expedited arbitration rules may be downloaded from http://www.arbitration.co.za/downloads/expedited_rules.pdf.

Term and Termination

These T&C's shall commence from the date on which they are published on the Website and continue indefinitely, as amended by COLLECTNET from time to time (as described above), for so long as the Website exists and is operational, COLLECTNET being entitled to terminate these T&C's and/or shut down the Website at any time (subject to still processing any orders then already placed and accepted by COLLECTNET).

Electronic Communications

When you visit the Website or send e-mails to COLLECTNET, you consent to receiving communications from COLLECTNET electronically and agree that all agreements, notices, disclosures and other communications sent by COLLECTNET satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

Information

The ECT Act states that when goods or services are offered by way of certain electronic transactions, the seller thereof must make certain information about it available to customers on websites where the goods or services are offered.

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PART 5:

REFUNDS POLICY

General:

This Refund Policy regulates your rights in this regard, and how products are to be returned to us. You will only be entitled to a refund in the event and to the extent that any such refund is provided for under the express provisions of this Refund Policy.

Should you not be satisfied with any product and / or service offered by COLLECTNET and purchased by you on the Website, you may under certain circumstances be entitled to terminate the sale and cancel the order subject to the terms and conditions of this Refund Policy and subject to the exceptions mentioned herein.

Should you not be satisfied with any product and / or service offered by other SUPPLIERS and purchased by you on the Website, you may under certain circumstances be entitled to terminate the sale and cancel the order and request a refund or alternatively have the product repaired or replaced, as the case may be, subject to the terms and conditions of this Refund Policy and subject to the exceptions mentioned herein.

NON-DEFECTIVE PRODUCTS

Your rights to "Cool Off":

Termination of Sale and Cancellation of Order by You for products and services offered by COLLECTNET:

You are entitled to cancel your membership with thirty (30) days written notice submitted by email to info@collectnet.co.za.

Exceptions: The ability to cancel purchases of non-defective products as set out above will NOT apply in respect of products which by reason of their nature cannot be returned, which include the following products offered by COLLECTNET:

- Removal/Rescindment of Administration Orders
- Removal/Rescindment of Garnishee Orders
- Debt Review Services
- Debt Mediation Services
- Participation in a specially designed loyalty club with loads of cash discount benefits from retailers

In other words, as mentioned, membership of the "Rewards" and the "Financial Wellness Program" is open in perpetuity for applications and admissions. Therefore, it shall not be required of COLLECTNET to confirm availability thereof. Furthermore, COLLECTNET shall not provide any refunds for these respective products and services offered by COLLECTNET.. Therefore, COLLECTNET shall not be required to confirm availability thereof. Furthermore, COLLECTNET shall not provide any refunds for these respective products and services offered by COLLECTNET.

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Termination of Sale and Cancellation of Order by You for products and services offered by other SUPPLIERS:

Subject to certain exceptions as specified herein, you are entitled to cancel any purchase made via this Website within 7 days after your receipt of the product and to obtain a full purchase price refund, subject to being charged by the seller thereof for the return of the product (which must occur by following the returns procedure set out in the "Arranging Returns" section below). Note that although you are entitled to "cool off" and cancel your purchase as aforesaid, you must return the product in the condition you received it.

In other words, products which are NOT defective, damaged or unsuitable, but which you want to return for whatever reason, can be returned within 7 days from delivery, as explained above under "Non-Defective Products – your right to "Cool Off" by following the returns procedure set out in "Arranging Returns" below.

NOTE: If you wish to return any non-defective product delivered to you for a refund as aforesaid, please do not remove the product from its original packaging and/or use or wear the product. The products need to be returned in mint condition and not have been tampered with. Remember that COLLECTNET may hold you liable for any damage you cause to the product (including its packaging) while in your possession.

Incorrect Product: If the incorrect product is delivered to you by mistake (i.e. it is not the product you purchased), please do not remove the product from its original packaging, open or use the product in any way. Please promptly notify COLLECTNET thereof at info@collectnet.co.za so that the error can be resolved by arranging to collect such product from you and deliver the correct product to you, as quickly as possible.

Late Delivery of products and services offered by other SUPPLIERS:

Subject to certain exceptions as specified herein, if a product offered by another SUPPLIER and purchased by you is not delivered within the agreed delivery period, or where no specific period was agreed within 30 days after having purchased the product, the ECT Act entitles you to cancel such sale on 7 days notice to the seller of such product. Should a product purchased be unavailable, the seller thereof must notify you and issue a full refund within 30 days after such notice.

Early Cancellations of products and services offered by other SUPPLIERS:

Subject to certain exceptions as specified herein, if a product offered by another SUPPLIER and purchased by you is cancelled prior to the packaging of the products so sold, you are entitled to cancel (either in whole or in part) any sale without attracting any cancellation and/or administration charges. Such early cancellations can only be effected by contacting COLLECTNET during office hours at info@collectnet.co.za.

If timeously cancelled as aforesaid, you will be fully refunded in respect of such cancelled sale (including delivery charges), without any administrative or other charges being payable, provided that should a sale only be partially cancelled and delivery charges as re-calculated on the value of the revised order exceed the delivery charges as calculated on the original order, you shall be liable for the amount of such excess delivery charges.



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DEFECTIVE / DAMAGED / UNSUITABLE PRODUCTS

Termination of Sale and Cancellation of Order by You for products and services offered by COLLECTNET:

You are entitled to cancel your membership with thirty (30) days written notice submitted by email to info@collectnet.co.za. You are entitled to cancel your Personal Development Training prior to enrollment and participation at the applicable Personal Development Training Centre.

Exceptions: The ability to cancel purchases of defective, damaged and unsuitable products as set out above will NOT apply in respect of products which by reason of their nature cannot be returned, which include the following products offered by COLLECTNET:

- Removal/Rescindment of Administration Orders
- Removal/Rescindment of Garnishee Orders
- Debt Review Services
- Debt Mediation Services
- Participation in a specially designed loyalty club with loads of cash discount benefits from retailers

In other words, as mentioned, membership of the "Heroes of Faith Club" and the "Flying Scotsman Sports Café" is open in perpetuity for applications and admissions. Therefore, it shall not be required of COLLECTNET to confirm availability thereof. Furthermore, COLLECTNET shall not provide any refunds for these respective products and services offered by COLLECTNET. Therefore, COLLECTNET shall not be required to confirm availability thereof. Furthermore, COLLECTNET shall not provide any refunds for these respective products and services offered by COLLECTNET.

Termination of Sale and Cancellation of Order by You for products and services offered by other SUPPLIERS:

Subject to certain exceptions as specified herein, if within 6 months after delivery of a product to you,

- you find that the product is defective/faulty, unsuitable for the purpose for which it was indicated in the product description (or otherwise generally intended), not legal, or not reasonably durable (based on circumstances and product type) (hereinafter referred to as being "Defective"); and
- you arrange to return such product to COLLECTNET for inspection in the manner described in the "Arranging Returns" section below (being the ONLY manner in which returns will be accepted)

and the product is subsequently found -

- to indeed be Defective, you are entitled to either have the product repaired or replaced at COLLECTNET's expense, or be fully refunded;
- NOT to be Defective, you will be liable for the costs incurred in having such product returned to COLLECTNET and then re-delivered to you.

When is a product "defective"?

Please note that the following issues/problems will NOT render the product Defective as aforesaid and will not entitle you to any repair, replacement or refund:



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- faults resulting from normal wear and tear;
- where you, or someone unauthorized to do so by COLLECTNET, has altered or damaged the product.

Important: You should refuse to accept delivery of any product which is visibly damaged, and if you only discover the damage after the courier has left, then you must report it to COLLECTNET as soon as possible and within 48 hours. If only reported after 48 hours, it is reasonable for COLLECTNET or its suppliers to determine that the damage was caused post delivery.

Exceptions:

Special Offers: If the product was ordered pursuant to a "Special Offer" and such product is no longer being offered at the special price, should you elect to have the product repaired or replaced (as opposed to being refunded), COLLECTNET will only be able to repair, not replace same.

Warranties/Guarantees from other SUPPLIERS: Certain products may carry additional manufacturer's and supplier's warranties/guarantees which are wider in scope, and/or longer in duration than the 6 month warranty generally provided (as discussed above). Consequently, if a defect is discovered after 6 months from delivery, you could still rely on the "Arranging Returns" section below.

ARRANGING RETURNS

If you want to return a product you have purchased from COLLECTNET for any reason permitted under this Refund Policy, you must in all instances first notify COLLECTNET thereof to inform us of the reason for your return by contacting us via our email at: info@collectnet.co.za

Once you have successfully logged your return as aforesaid, COLLECTNET will issue you with a returns authorisation number ("RA Number") and arrange for the collection of the product from you. You must ensure that the Product to be collected by the courier is packed so as to comply with the following:

- the Product is properly protected;
- save where being returned due to being Defective, the Product is still in its original packaging, together with all accessories, instructions and documentation (if any), and in perfect condition for the purposes of resale (i.e. the product must not be damaged, scratched, soiled; and
- aforesaid RA Number is accurately reflected on the courier's collection slip.

IMPORTANT:

- COLLECTNET is not able to accept the return of any products which have not gone through the above process and/or are not accompanied by a valid RA Number. Products returned without a valid RA Number will not have been validly returned and may be sent back to you at your expense.
- Please treat products and packaging with reasonable care while in your possession. Nothing herein detracts from any right COLLECTNET may have to hold you liable for any damage you cause to a product (including its packaging) while in your possession.

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PROCESSING OF REFUNDS

Should you be entitled to a refund for any reason, such refund shall in the case of payment having been made by credit card be effected on the credit card account or alternatively you have the right to request that the funds be paid into your bank account, being your bank account as reflected on COLLECTNET's records. COLLECTNET will not, in this instance, pay funds into a third party bank account.

As refunds need to be processed by the banks, please note that the processing of refunds can take up to 5 working days from approval date