

TERMS & CONDITIONS

1. Introduction

The Website enables you to order customised cloud solutions, services and infrastructure ("Goods").

These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register Now" 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 Website Terms and Conditions ("Terms and Conditions") govern the ordering, sale and delivery of Goods, and the use of the Website.

This website can be accessed at <https://rctcloud.co.za/>, related mobi-sites and software applications (the "Website") and is owned and operated by Rectron (Pty) Ltd. You must sign up with Rectron as a CSP reseller to transact on the cloud services available.

2. Important Notice

These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").

These Terms and Conditions contain provisions that appear in similar text and style to this clause and which -may create risk or liability for the user; and/or may compel the user to indemnify Rectron or a third party; and/or serves as an acknowledgement, by the user, of a fact. 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, it is your responsibility to ask your account manager at Rectron to 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 created for either you or Rectron in terms of the CPA.

3. Returns

You will need to request cancellation of the subscriptions on the Website directly.

Rectron will allow for credits, where allowed by our vendors. Credits may be passed only for a pro-rata amount, depending on usage and vendor terms.

4. Registration and use of the website

Only registered resellers may order Goods on the Website.

To register as a cloud reseller, you must provide a unique username and password and provide certain information and personal details to Rectron. You will need to use your unique username and password to access the Website to purchase Goods.

You agree and warrant that your username and password shall:

be used for personal use only; and

not be disclosed by you to any third party.

For security purposes, you agree to enter the correct username and password whenever ordering Goods, failing which you will be denied access.

You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, save where the order is cancelled by you in accordance with these Terms and Conditions.

You agree to notify Rectron immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.

By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.

You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

5. Conclusion of sales

Registered users may place orders for Goods, which Rectron may accept or reject. Orders placed will be fulfilled according to availability from vendors.

NOTE: Rectron will indicate the acceptance of your order once payment has been received.

Should you have a terms account, orders will be processed according to these terms.

You acknowledge that stock of all Goods on offer are electronic. Monthly and annual pricing may fluctuate at any time without notice to you.

Please note that subscriptions may be auto-renewed without notice to you, and you will be liable for the payment of the renewal billings. Should you wish to cancel the subscription, you will need to process the cancellation on the Website prior to the renewal.

6. Delivery of goods

Rectron software and cloud solutions purchased on this Website are delivered electronically only. You will be provided access to the necessary tools and websites for downloads for installation.

7. Errors

We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Goods on the Website. However, should there be any errors of whatsoever nature on the Website (which are not due to our gross negligence), we 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.

8. Deals and other discounted Goods

From time to time, we may offer certain Goods at discounted prices as part of a special deal, or any other temporary deal w (each a "Deal"). These which is communicated by Rectron. If you buy a product within the scope of a Deal, you will pay the discounted price for that product (the "Deal Price").

However, if you buy a product in a manner that falls outside of the scope of a Deal, then you will pay the then current price for each product that falls outside the scope of the Deal.

9. Price – Pricing on the Website is subject to fluctuations, including vendor cost or the rate of exchange. Goods may be billed in advance or in arrears, depending on vendor requirements and type of Goods purchased.

10. Payment – Account terms are those agreed upon by you, when signing up with Rectron as a Reseller. Note that subscriptions may be auto-renewed, and you will be liable for payment of the renewal billings.

11. Privacy policy

We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

Should you decide to register as a user on the Website, we will require you to provide us with personal information which includes but is not limited to - your name and surname;

your email address;
your mobile number;
your date of birth.

Should your personal information change, please contact your account manager and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

Subject to clause 15.6 below, we will not, without your express consent:

use your personal information for any purpose other than as set out below:

in relation to the ordering, sale and delivery of Goods;

to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);

to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and

to invite you to specific training or product events run by Rectron or the brands that we represent

to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or

disclose your personal information to any third party other than as set out below:

to our employees and/or third-party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information to assist us to communicate with you properly and efficiently;

to our divisions, affiliates and/or partners (including their employees and/or third-party service providers) for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);

to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

to our suppliers for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and

to any Third-Party Seller for purposes of sending you an invoice for any Goods purchased from such Third-Party Seller, which disclosed information will be limited to your email address (refer to clause 14 above).

We are entitled to use or disclose your personal information if such use or disclosure is required to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Rectron is entitled to disclose relevant personal information for criminal

investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

We will ensure that all our employees, third party service providers, divisions, affiliates and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

Ratings and Reviews: When you provide a rating or review of a Product, you consent to us using that rating or review as we deem fit, including without limitation on the Website, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.

We will -

treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

provide you with access to your personal information to view and/or update personal details; promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

upon your request, promptly return or destroy all your personal information in our possession or control, save for that which we are legally obliged to retain.

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

Rectron undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

This website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user's on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable "cookies", you are

deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 15.

12. Changes to these Terms and Conditions

Rectron 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. By transacting on this Website, you consent to having read and accepted these terms and conditions and are authorized to do so on behalf of your company.

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.

13. Ownership and copyright

The contents of the Website, 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 ("Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Rectron, its advertisers and/or sponsors and/or is licensed to Rectron.

You will not acquire any right, title or interest in or to the Website or the Website Content.

14. 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 Rectron takes reasonable measures to ensure that the content of the Website is accurate and complete, Rectron 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 Rectron's representatives, Rectron shall not be bound thereby.

Rectron 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.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Rectron 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 Rectron, its employees, agents or authorised representatives. Rectron thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

15. Linking to third party websites

This Website may contain links or references to other websites ("Third Party Websites") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites and Rectron is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party 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 Third-Party Websites or your reliance on any information contained thereon.

16. Limitation of liability

Rectron 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 Rectron, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors by contacting us on any of contact details under the contacts page of this website

17. Availability and termination

We 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.

Rectron may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Rectron 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.

Rectron is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website, refuse to accept or process an order, and/or to cancel any order concluded between you and Rectron, in whole or in part, on notice to you.

At any time, you can choose to stop using the Website, with or without notice to Rectron.

18. 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.

19. These terms and conditions are in addition to the General terms and conditions and standard warranty and returns policies that you signed upon opening your account at Rectron.