

Terms & Conditions

In General

Touchstone Enterprise Services (Pty) Ltd ("Touchstone") owns and operates www.airtimeanddata.co.za ("Website"). This document governs your relationship with this Website. Access to and the use of this Website and the third party products and services used by or available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by Touchstone from time to time. You should check this page regularly to take notice of any changes Touchstone may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and Touchstone reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by Touchstone. Touchstone has no control over the Linked Sites and accepts no responsibility for the Linked Sites or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Touchstone's privacy policy, which sets out how Touchstone will use your information, can be found at [Privacy Policy Link]. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Touchstone will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

Touchstone will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including any photographic images) made available to you on or through this Website remains the property of Touchstone or its licensors or its partners and are protected by copyright laws and treaties around the world. All such rights are reserved by Touchstone and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms of Sale

By placing an order on the Website, you are agreeing to purchase a product or service on and subject to the following terms and conditions.

In order to transact on the Website, you must be over 18 years of age and possess a mobile payment account such as NSFAS wallet or eVoucher.mobi wallet which is accredited by us and by which we have been accredited as a spend partner. Touchstone retains the right to refuse any request made by you.

All prices advertised are subject to change. All orders are subject to availability and confirmation of the order price.

When placing an order you undertake that all details you provide to Touchstone are true and accurate, that you are an authorized user of the mobile payment account used to place your order and that there are sufficient funds to cover the cost of the products or services.

All orders placed are done so on the information entered by you and you are solely accountable for the accuracy of the information provided. Any order placed and delivered based on inaccurate information provided, specifically but not limited to a purchase destination, cannot be returned and the cost of such order will be your loss and you indemnify Touchstone from such loss.

Dispatch times may vary according to product availability, partner response times, connectivity performance and subject to any delays resulting from force majeure for which we will not be responsible.

Through the Website, Touchstone offers you access to and facilitate the supply to you of third party products and services. The terms and condition of the use of these products and services are between you and the third party.

(a) Our Contract

When you place an order, you will receive an acknowledgement via the Website. A contract between you and Touchstone will not be formed until Touchstone, through third party product and services suppliers have dispatched to you the goods which you ordered based on the information you entered onto the Website.

(b) Pricing and Availability

Whilst Touchstone try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If Touchstone discover an error in the price of any product or service which you have ordered Touchstone will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

(c) Payment

Upon processing your order, Touchstone carry out a standard authorization check on your payment to ensure there are sufficient funds to fulfil the transaction. Your mobile account will be debited upon authorisation being received. The monies received upon the debiting of your mobile account shall be treated as a full and final payment against the value of the products and services you have ordered. Insufficient funds will result in the failure of the purchase request. Touchstone do not do partial processing of purchase transactions.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy or performance. Unless expressly stated to the contrary to the fullest extent permitted by law Touchstone and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Touchstone's liability for death or personal injury arising from its negligence,

fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this Website

You may link to the Touchstone home page, provided you do so in a way that is fair and legal and does not damage Touchstone's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Touchstone's part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. Touchstone reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Touchstone and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Touchstone.

Indemnity

You agree to indemnify, defend and hold harmless Touchstone, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Service.

Variation

Touchstone shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which Touchstone exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected, all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

Touchstone operate a complaints handling procedure which Touchstone will use to try to resolve disputes when they first arise, please let Touchstone know if you have any complaints or comments.

Waiver

If you breach these conditions and Touchstone take no action, Touchstone will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Touchstone. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of Touchstone.