

Terms & Conditions

1. General

1.1. The terms and conditions with “Electricity.co.za” 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. Users acknowledge that “Electricity.co.za” does not hold a deposit-taking license (a banking license) and cannot hold funds on your behalf which are not the proceeds of payments made by you to purchase specific goods or products on your behalf.

1.3. “Electricity.co.za” will not be liable for any loss resulting from incorrect information provided by a client, such as an incorrect cell number, electrical meter number, or email address. However, “Electricity.co.za” will make every effort to recharge the supplied prepaid number or electrical meter.

2. Copyright

3rd Parties or users may not use a “Electricity.co.za” logo or other proprietary graphic or trademark of “Electricity.co.za” to link to this Site without the express written permission of “Electricity.co.za”.

“Electricity.co.za” may revoke this right at any time. 3rd Parties or users are granted a limited; Nonexclusive right to create a hyperlink to this Site provided such link does not portray “Electricity.co.za” in a false, misleading, derogatory or otherwise defamatory manner.

3. Intellectual Property Rights

All trademarks, data, and content on this website—including but not limited to software, databases, text, video clips, graphics, icons, hyperlinks, private information, designs, and agreements—are the property of or licensed to “Electricity.co.za”. These materials are protected against infringement by local and international laws and treaties.

4. “Electricity.co.za” service delivery

4.1. To avoid fraud and corruption there is a stop on duplicate recharges attempts i.e. the same beneficiary reference with the exact same amount will not be allowed through within 4 Days(54 hours), to avoid this simply recharge again with a different amount.

4.2. Although “Electricity.co.za” affects most recharges in less than 5 minutes, “Electricity.co.za” does not in any way guarantee any turnaround time. The main reason for this being “Electricity.co.za” reliance on third parties supply chain.

4.3. Transactions will only be processed once the EFT payment has been cleared and the funds reflect in our bank.

4.4. Should a recharge not have been affected, and “Electricity.co.za” has been made aware of this fact, “Electricity.co.za”, will answer all such queries fast and efficiently. Although most personal communication from “Electricity.co.za” to the user will commence within an hour or two from receiving the enquiry within our business hours.

“Electricity.co.za” commits to communicate with users with regards to any long term critical system failures within, 1 business day from the failure and will report this via web notice, email, WhatsApp and or SMS.

The only reason “Electricity.co.za” reserves this right, is to ensure feedback and communication from all parties including, users, any third party during failures.

4.5. Should a user request a refund for any reason, such refund will be processed, no questions asked, unless a voucher or pin has been successfully requested by “Electricity.co.za” and received prior to “Electricity.co.za” becoming aware of such a request.

The time of issuing such a request, by the user, will not be deemed as the time that “Electricity.co.za” was notified. Notification will be deemed as the time that “Electricity.co.za” support staff became aware of such a request.

Processes will continuously run in the background to attempt collecting unsuccessful transactions, for this reason “Electricity.co.za” 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.

4.6. Should a Voucher/token or pin NOT yet been issued and support staff becomes aware of a user’s request for a refund, such refund will be affected within 5 business days after Refund web request was completed, on “Electricity.co.za” user profile have the necessary bank details saved of the particular user. Should it not be the case, support staff will contact user. Upon receiving the information “Electricity.co.za” again reserves the right to affect the recharge within 5 business days.

5. Fees and charges

5.1. “Electricity.co.za” provides a method of obtaining prepaid Electricity, Water and Gas tokens/vouchers by combining existing internet banking methods and infrastructure. “Electricity.co.za” 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 insure that the funds reflect in our account and supply sufficient proof of payment to the satisfaction of both the Bank and/or “Electricity.co.za” should the client claim a recharge or refund.

5.2. All prices are inclusive of VAT

5.3. “Electricity.co.za” have no direct fees or charges for our service on EFT transactions token/voucher delivery. Other means of payment may accrue fees.

5.4. All levies raised by third parties with respect to the purchase of prepaid products would be deducted from the user’s payment.

5.5. No Cash payments for this service into Electricity.co.za account is allowed.

If a Cash payment is made the user, they will be held liable for Any Bank cash payment fees that was charged to Electricity.co.za account, these charges may be collected from the user’s next payment amount before a service will be provided for the remainder of the payment amount.

5.6. All transactions must be done in Rand amounts. No cent amount is allowed and may result in delays, or amount amendments.

6. User conduct and responsibility

6.1. Should the user, commence a transaction with “Electricity.co.za” and “Easyrecharge.co.za, 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 “Electricity.co.za” to do a successful recharge, the user will be responsible to supply sufficient and original Proof of Payment from the bank with the correct meter number to be charged. Such to be attached to enquiry done through support email support@electricity.co.za.

6.2. It is the responsibility of the user to notify “Electricity.co.za” and “Easyrecharge.co.za, through its support email support@electricity.co.za, or call centre number 010 6000 400 should the user not have received his or her recharge token/voucher or pin within 30 minutes.

7. Privacy and Disclaimer

7.1 Role of “Electricity.co.za”

“Electricity.co.za” does not manage or maintain meters; we are solely a Prepaid payment platform facilitating transactions. We do not generate vouchers, tokens, or PINs and cannot guarantee the functionality of those received from municipalities or private metering suppliers. These tokens are generated by third parties, who are responsible for ensuring their proper functioning. Should any voucher, token, or PIN be defective, “Electricity.co.za” will assist users by providing relevant contact details of the suppliers. By doing so, “Electricity.co.za” does not assume responsibility for the functionality of these vouchers, tokens, or PINs, but acts solely to connect end users with there meter suppliers.

7.2 Incorrect Meter Numbers

If a client provides an incorrect beneficiary reference or electrical meter number and “Electricity.co.za” processes a transaction for this incorrect number, the transaction cannot be reversed. “Electricity.co.za” is not responsible for any resulting losses.

7.3 Use of Site

Users understand and agree that this site and the information, services, products, available through it are provided on an "as is" and "as available" basis. Use of this site is at the user's sole risk.

7.4 Warranty Disclaimer

To the fullest extent permissible by applicable law, “Electricity.co.za” and its affiliates disclaim all warranties, express or implied, including, but not limited to, warranties of title, or implied warranties of merchantability or fitness for a particular purpose. No oral or written information provided by “Electricity.co.za” or its affiliates, officers, directors, employees, agents, providers, merchants, sponsors, licensors, or others shall create a warranty; users should not rely on such advice or information.

7.5 Site Usage Risks

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

7.6 Third-Party Content

Users acknowledge that “Electricity.co.za” and its affiliates do not control any information, products, or services offered by third parties on or through this site, except as otherwise agreed in writing. “Electricity.co.za” and its affiliates assume no responsibility for and make no warranty or representation regarding the accuracy, currency, completeness, reliability, or usefulness of content or products distributed or made available by third parties through this site.

7.7 Site and Content Warranties

Neither “Electricity.co.za” nor any affiliate warrants that this site or its contents will meet user requirements, or that the site or content will be uninterrupted, timely, secure, or error-free, or that defects will be corrected. “Electricity.co.za” does not represent or warrant that materials on this site or information provided by “Electricity.co.za” via e-mail or other means are accurate, complete, reliable, current, or error-free. Nor does “Electricity.co.za” make any warranty as to the results that may be obtained from using “Electricity.co.za” or its content or the accuracy, completeness, or reliability of any information obtained through use of this site.

7.8 Limitation of Liability

“Electricity.co.za” assumes no responsibility for any damages suffered by a user, including, but not limited to, loss of data from delays, non-delivery of content, WhatsApp, SMS, or e-mail, network or system outages, file corruption, or service interruptions caused by the negligence of “Electricity.co.za” and “Easyrecharge.co.za, its affiliates, or a user's own errors and/or omissions. “Electricity.co.za” disclaims any warranty or representation that confidentiality of information transmitted through this website will be maintained. All information on this site is provided without representation or warranty of any kind, express or implied, and “Electricity.co.za” and its affiliates disclaim any liability to the user in this regard.

8. Dispute Resolution

“Electricity.co.za” and the user ("the Parties") irrevocably agree that any dispute arising from these Terms and Conditions shall be resolved as follows:

8.1. Amicable Negotiation

The Parties shall first make their best efforts to settle the dispute amicably through negotiation. This process requires one party to invite the other in writing to a meeting to resolve the dispute within thirty (30) days from the date of the written invitation.

8.2. Mediation

If negotiation fails to resolve the dispute, the Parties irrevocably agree to refer the dispute to administered mediation under the terms set by the Arbitration Foundation of South Africa ("AFSA").

8.3. Arbitration

Should mediation fail, the Parties irrevocably agree that the dispute shall be finally settled by arbitration. The arbitration will be conducted according to AFSA arbitration rules in Johannesburg, South Africa. If the amount in dispute is less than R1,000,000 (One million rand), a single arbitrator will be appointed according to these rules. If the amount in dispute exceeds R1,000,000 (One million rand), three arbitrators will be appointed.

8.4. Arbitration Conduct

The arbitrator shall consider the Parties' desire to resolve the dispute expeditiously, economically, and confidentially, and must provide written reasons for the decision.

8.5. Finality and Enforcement

The Parties irrevocably agree that the decision of the arbitration proceedings shall be final and binding. The decision shall be implemented and may be made an order of any court of competent jurisdiction.

8.6. Arbitration Costs

The arbitrator shall make an award regarding the costs of the arbitration, considering the substantial success of each Party in the proceedings.

Confidentiality

The Parties agree that the nature of any dispute arising from this agreement, the resolution process, any testimony or evidence presented, any settlement agreement, and any arbitration award shall be considered Confidential Information.

This clause does 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 arbitration. The provisions of this clause shall remain binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

9. Privacy

9.1 Collection and Use of Personal Information

9.1.1 By accepting these Terms and Conditions, you consent to the collection, storage, and processing of your personal information by “Electricity.co.za” in accordance with the Protection of Personal Information Act, No. 4 of 2013 (POPI Act).

9.1.2 The personal information you provide may be used for the following purposes:

- To manage and process your account.
- To provide you with updates, promotions, special offers, and relevant information regarding our products or services.
- To communicate with you regarding any changes to our services, promotions, or offers.

9.2. Marketing Communications

9.2.1 By accepting these Terms and Conditions, you agree to receive communications & marketing from “Electricity.co.za” including but not limited to by:

- Email newsletters.
- WhatsApp.

- SMS notifications.
- Special promotions and offers.

9.2.2 You may opt-out of receiving these communications at any time by following the unsubscribe link provided in the communication or by contacting our customer support team.

9.3. User Information

The details provided by any User on this website will not be shared with any Third Party, except as necessary to process a recharge or as outlined in our Privacy Policy.

9.4. Commitment to Privacy

“Electricity.co.za” (“Onetime Airtime (Pty) Ltd”), including all our website’s, is committed to protecting your privacy. We ensure that your personal information is collected and used properly, lawfully, and transparently in compliance with the POPI Act.

10. Prohibited Uses

In addition to other prohibitions outlined in the Terms of Service, you are not permitted to use this site or its content for the following purposes:

(a) Any unlawful purpose; (b) Soliciting others to perform or participate in unlawful acts; (c) Violating any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) Infringing upon or violating our intellectual property rights or the intellectual property rights of others; (e) Harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) Submitting false or misleading information; (g) Uploading or transmitting viruses or any other type of malicious code that may affect the functionality or operation of the Service, any related website, other websites, or the Internet; (h) Collecting or tracking the personal information of others; (i) Engaging in spamming, phishing, pharming, pretexting, spidering, crawling, or scraping; (j) Any obscene or immoral purpose; (k) Interfering with or circumventing the security features of the Service, any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of these prohibited uses.

11. Limitation of liability

11.1. Under no circumstances, including without limitation negligence, shall “Electricity.co.za” or its affiliates, officers, directors, employees, agents, providers, suppliers or any other party involved in creating, producing, transmitting or distributing “Electricity.co.za” be liable for any indirect, incidental,

special, consequential or punitive damages arising from or in connection with the use or inability to use Electricity.co.za or any other content provided by or through the site, or resulting from unauthorized 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 Electricity.co.za has been advised of the possibility of such damages.

11.2. Electricity.co.za 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 or services. It is expressly understood that the user is aware that Electricity.co.za 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.

Entire Agreement

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service, along with any policies or operating rules posted on this site or in relation to the Service, constitute the entire agreement and understanding between you and us. They govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including any prior versions of the Terms of Service).

Definitions:

EFT:

Electronic fund transfer via a secure internet banking site.

User:

A registered consumer purchasing prepaid services via EFT.

Electricity.co.za:

Company name - Onetime Airtime (Pty) Ltd trading as "Electricity.co.za" and "Easyrecharge.co.za"

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 detail that Electricity.co.za might require to affect a transaction.

Third Party:

Any other party that "Electricity.co.za" 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 recharge Voucher/Token or Pin will be through e-mail, WhatsApp or SMS and other information will be through e-mail, cellular or other contact details provided to "Electricity.co.za".

Recharge:

Voucher/Token or Pin: A sequence of numbers sent by "Electricity.co.za" and "Easyrecharge.co.za" to the user via an electronic

medium. This could include a SMS by cell phone, an email or any message via a choice of other electronic platforms.

Awareness:

Will be deemed as the time "Electricity.co.za" support staff read any request and not the time an enquiry has been sent.

Recharge Voucher/Token or Pin: A sequence of numbers sent by "Electricity.co.za" and "Easyrecharge.co.za" to the user via

an electronic medium. This could include a SMS by cell phone, an email or any message via a choice of other electronic platforms.

By excepting these Terms & Conditions you agree that we can use the provided contact details to communicate and contact you from time to time with update, inform, and news on services and changes.