

**TECHDETECT**

✉ support@techdetect.co.za

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TechDetect Terms and Conditions

These Terms cover your use of this website, mobile device application ("App") and internet services. It is important that you read and understand these Terms and your use of the Service as set out below. If you do not agree to these Terms and Conditions, you may not use the Service.

General

1. Entering into the Agreement

- 1.1. You have agreed to let us provide you with the Product or Services, on certain Terms and Conditions. These Terms and Conditions were discussed and agreed to by you during a telephone call or you agreed to them when you signed up online. This document records the additional terms and conditions of the supply of the Services to you.
- 1.2. The Terms and Conditions agreed upon above, and the Terms and Conditions in this document, constitute the entire agreement regarding the provision of the Product or Services to you ("Agreement"). Access to, browsing and use of the website, internet services and App are subject to these Terms. Creating an account, or using the Service or App, will signify that you have read, understood and agree to be bound by these Terms and comply with all applicable laws and regulations. These Terms contain warranty disclaimers and other provisions that limit the liability of TechDetect, so please read these terms in their entirety. We reserve the right to immediately terminate your access to the website, Service or App if you do not comply with this Agreement.
- 1.3. It is your responsibility to ensure you read and understand all terms and conditions recorded in the Agreement.
- 1.4. We have defined some of the words which have particular meaning in clause 2 (Definitions) of this Agreement.
- 1.5. If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at **support@techdetect.co.za** and we will reply and assist you.
- 1.6. We may, in our own sole discretion, change this Agreement or any part thereof at any time without notice. Should we do so, we will notify you via email.

2. Definitions

- 2.1. "the Agreement" means the terms and conditions agreed to by you and us during the course of a telephone conversation between you and us (or our direct marketing agents) and the terms and conditions recorded in this document;
- 2.2. "Business Days" means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 2.3. "the Services" means the value-added service referred to as "TechDetect", which offers smartphone users a superior way of keeping their mobile devices safe and secure in the event of theft or loss. Contact details are www.techdetect.co.za; email **support@techdetect.co.za**; contact number 086 100 0459
- 2.4. "we", "us" and "our" mean TechDetect, the proprietor of which is IGNITION TELECOMS INVESTMENTS (PTY) LTD, its affiliates, subsidiaries or its successors-in-title;
- 2.5. "you" and/or "your" means you the customer who applies for and receives the Services.
- 2.6. "Website" means www.techdetect.co.za.

- 2.7. "Service Provider" means any third party who is a supplier of any benefit or discount to you under or in terms of the Services;
3. Duration and Termination
- 3.1. We will provide you with the Services from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).
- 3.2. Either you or we may, for any reason, terminate the Agreement, by giving each other 20 business days' written notice. Please send your written notice to **support@techdetect.co.za** or use the termination facility on the TechDetect website.
- 3.3. If you have chosen to terminate the Service, we will retain the portion of fees, due up to the renewal date, but subject to restrictions that may be applied by law.
4. Payment for the Services
- 4.1. You shall pay all amounts due under this Agreement by way of a monthly debit order, monthly credit card payment, once-off Voucher redemption or by bank transfer into the specified bank account (the details of which will be provided on request).
- 4.2. You have agreed to pay a R45 monthly subscription for the Services, which amount is inclusive of VAT.
- 4.3. Debit Order
- 4.3.1. You have authorised us to collect all amounts due under this agreement for the Services by way of a monthly debit order on a date nominated by you. In the event of a monthly debit order failing, for any reason, we will debit your account on any other date for that month's subscription. For this purpose, we are entitled to use lawful means to monitor your banking account in order to assess the most appropriate time to execute the monthly debit order.
- 4.3.2. You cannot cancel your monthly debit order without our prior written consent.
- 4.3.3. If the date of your debit order falls on a Sunday or public holiday, you agree that your debit order will go off on the last Business Day before the Sunday or public holiday.
- 4.3.4. Your debit order date will be aligned with your salary date to account for seasonal or economic changes.
- 4.4. Credit Card
- 4.4.1. You have authorised us to collect all amounts due under this agreement for the Services from your bank card on a monthly basis in advance.
- 4.4.2. Payment may be made via Visa, MasterCard, Diners or American Express credit card.
- 4.4.3. You can cancel at any time, and your access to the Services will cancel at your next collection date (renewal date).
- 4.5. Credit card acquiring and security:
- 4.5.1. Credit card transactions will be acquired for TechDetect via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.
- 4.6. Customer details separate from card details:
- 4.6.1. Customer details will be stored by TechDetect separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.
- 4.7. Merchant Outlet country and transaction currency:
- 4.7.1. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).
- 4.8. Voucher Payment
- 4.8.1. This clause shall apply to all voucher holders.

4.8.2. A voucher will offer you full access to the TechDetect service for the period specified on your voucher only. If no period is specified on the voucher you can call us on 086 100 0459 or email us at **support@techdetect.co.za** and we will supply you with the access period applied to your voucher code.

4.8.3. The Vouchers may only be redeemed at www.techdetect.co.za.

4.8.4. A Voucher is valid for only 36 months from the date that the Voucher is created and a Voucher cannot be redeemed once the 36 month period has elapsed.

4.8.5. Expired Vouchers will not be refunded or replaced.

4.8.6. Only 1 Voucher may be used at any one time.

4.8.7. Vouchers cannot be exchanged for money and are non-refundable.

5. Changes in price

We may change the price which you pay for the Services from time to time. In particular (but without limitation), we will increase the price by a reasonable margin on an annual basis. If you want to receive particular notice of such increase, you need to tell us so in writing. Should you not find an increase acceptable, you may cancel this Agreement as per clause 3 (Termination) above.

6. Failure to pay for the Services

If you do not pay for the Product or Services in full and on time, via your bank card, you will be in breach of the Agreement, and we may cease providing you with the Services and can implement the provisions of clause 10 (Breach).

7. Complaints

Your satisfaction is very important to us, please feel free to email us at **support@techdetect.co.za** should you not be happy with the Services or the service you have received from our team and we will endeavour to resolve the problem as quickly as possible.

8. Information and disclosure

8.1. In entering into the Agreement with you and providing the Product or services to you, we will come into possession of information about you. Insofar as it is permissible in law, and save for your banking details, we will treat your information with the same duty of confidentiality as we treat our own and will be entitled to disclose it to such third parties as we deem appropriate provided they treat it with the same level of confidentiality.

8.2. TechDetect shall take all reasonable steps to protect the personal information of users. 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). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

8.3. You warrant and guarantee that all information supplied to us is true and correct.

8.4. Should your address, or any other information which you have given to us, change, you must inform us of the change immediately in writing to **support@techdetect.co.za** or update your details on the website.

9. Indemnity and waiver

9.1. The Product or Services which we provide will in some cases constitute the introduction by us to you of Service Providers, who will provide services to you in their own capacity as your contractor (even though in terms of the Services, we might fund a particular element of the cost of the Service Provider). In these cases, the Service Provider will be your contractor (even though we might fund an element of the cost) and in terms of the Product or Services, we will not be responsible for any disputes, damages, losses or claims arising from or related to such introductions.

9.2. You indemnify us, and our members, directors, employees or affiliates, our agents against any claim, loss or damage which you or anyone else may suffer arising directly or indirectly from the Agreement, the accessing of the website and the provision of the Product or Services.

9.3. To the extent permitted by law, we exclude and you waive all cost, claims and resulting liability against us, our employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by you or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the Agreement, the accessing of the website and the provision of the Product or Services, save for instances of gross negligence on our part.

10. Breach

10.1. In the event that you breach the Agreement we have the right to:

10.1.1. Enforce the Agreement; or

10.1.2. Terminate the Agreement.

11. Responsibility

TechDetect takes responsibility for all aspects relating to the transaction including sale of services sold on this website, customer service and support and dispute resolution.

12. Country of domicile

This website is governed by the laws of South Africa and TechDetect chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Umhlanga, South Africa.

13. General

13.1. Notwithstanding anything to the contrary, a written notice received by you will be adequate written notice.

13.2. You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.

13.3. If you are under the age of 18 years you warrant that you have the assistance of a parent or guardian in entering into the Agreement.

13.4. If any term or condition is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.

13.5. All sales-related taxes will be paid by the user, as per the taxation norms that may change from time to time based on the location of the user. All pricing and tax on the Apple iTunes App will be governed by Apple's iTunes Terms and Conditions.

13.6. If the Agreement arose through direct marketing you may terminate the Agreement, in writing, within five business days' after the date on which the Agreement was concluded.

The TechDetect Service

1. General

1.1. The purpose of these General Terms and Conditions is to define the modalities and conditions under which Mobile Safe allows Internet and mobile Internet (WAP) users to download the TechDetect software for cell phones from the website. A user is any natural or legal person taking advantage of access to the Internet and to the site. Any use of any of the TechDetect service implies that the user provided their full and complete acceptance of the General Terms and Conditions. TechDetect retains the right to modify these using conditions. However, before any modification, users will be notified on the www.techdetect.co.za site. If the user does not accept modifications to the General Terms and Conditions, he/she is free to terminate the service contract.

2. The Services

2.1. We will take all reasonable steps within our control to provide you with the Services.

2.2. The Services can only be accessed via an internet connection.

2.3. We cannot always guarantee that the Services will be fault-free. The Services can be affected by factors outside of our control; including, amongst other things, inclement weather, power outages, your and our internet connectivity, faults experienced by our respective internet service providers and the like.

- 2.4. No advice and no information, whether it be oral or written, obtained by the user from the website during use of the service shall create guarantees not expressly provided by this agreement. The use of the service is provided based on an 'as is' service and accessible with respect to its availability. TechDetect provides no express or implicit guarantee.
- 2.5. The upgrading and maintenance of the Website may result in interruptions or unavailability of the Services from time to time. Where possible, we will advise you of this in advance.
3. TechDetect software
- 3.1. In order to have access to downloading, the user must enter the requested information and accept these General Terms and Conditions. After subscribing, the TechDetect software may be downloaded in two ways from the website: the user will receive a text message sending them to the WAP site, or by going directly to the m.techdetect.co.za WAP site through a free downloading site. After having installed the software on their telephone, the user will then have access to the services proposed by it. Downloading gives the user a user's license. But in no case does he become owner of the software. Any reproduction or redistribution that does not respect the General Terms and Conditions constitutes an infringement of copyright and will be subject to penal sanctions.
4. Use of the Software:
- 4.1. The software, in its present version, makes it possible to remotely locate a lost or stolen mobile device, and/or lock it from further use, and/or wipe all data on the device, and/or set off an alarm from the device. The software is discreet and secure and cannot be deleted by anyone else other than the authorized user.
- 4.2. TechDetect pledges never to save, share the data it monitors, or in any other way violate the privacy of any of its users.
- 4.3. Device needs to be turned on for tracking to work. Users will experience varying degrees of tracking accuracy according to the strength of signal on their handset. Although GPS naturally provides you with the greatest degree of accuracy, TechDetect cannot be held responsible for the accuracy of the tracking in this regard.
5. The compatible TechDetect functions on operating systems are:
 Android: Tracker, Lock, Alarm, Wipe, Remote Message & Call, Flashlight, Remote Camera
 These functionalities are handset dependant.
 Android systems will perform TechDetect functions when requested by the user on the website in the Customer Web Interface. TechDetect is not compatible with BlackBerry.
6. Minimal Conditions:
- 6.1. The user must be equipped with a computer, an Internet connection and a smart device equipped with a mobile Internet connection in order to access the proposed services. The TechDetect software is compatible with Android smart devices only. The user must ensure that the latest version of Android is downloaded on their device to use TechDetect to its full potential. In addition, the user is solely responsible for expenses generated by these connections and these accesses. TechDetect and its site may in no way be held responsible for damages brought about by downloading to the user's computer system and/or telephone.
7. Respect for the right of intellectual property
- 7.1. The user is prohibited from reproducing, copying, selling, reselling or exploiting for any business purpose whatsoever all or part of the services delivered, images, texts, and logos identifying the website. Any complete or partial reproduction of these trademarks without the express authorization of TechDetect is thus prohibited and will constitute an infringement punishable by the terms expressed in the Code of Intellectual Property.

IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you, or which may limit our liability, or which you may not ordinarily expect. Please pay special attention to these clauses. By entering into the Agreement you, in addition to accepting all the terms of the Agreement, also specifically signify that you understand the bold clauses and accept them.