

VPS Networks - Services Refund Policy

(version: 1.0)

1. **Our services.**
We supply cloud based hosting services.
2. **Read instructions.**
Please carefully read and follow all instructions that come with our services. For example, any documents that help you use our services. Please also read our website at www.vps.co.za for tips on using our services.
3. **Cooling-off period.**
Section 44 of the ECT Act may apply to your electronic transactions. If you qualify as a consumer under the Electronic Communications and Transactions Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a **natural person** – in other words, a human being. You must also be the **end user** of the service. The transaction must be an **electronic transaction** – a transaction concluded via (in whole or in part) the website, email, or SMS.
4. **Our warranty.**
We warrant that we will provide all our services as soon as reasonably possible after you have informed us that you would like us to begin providing the services.
5. **Refund of services in terms of cooling-off period.**
The right to cancel does not apply to any services where you have given us your permission to provide them to you within seven days of accepting your Order.
6. **Pre-payment.**
If the right to cancel does apply and you have prepaid the price of the services, we will refund you the price of the services within 30 days of the date on which you cancelled the Order.
7. **Services.**
An unsatisfactory service is one that was not provided in a way or was not of a level of quality that an average person would expect of that type of service. The customer must claim that a service was unsatisfactory.
8. **Statutory compensation.**
We will refund the price of any unsatisfactory service that you submit a successful claim for. Refund claims must follow our refunds procedure below.
9. **Choice of compensation.**
Any customer that is also a consumer under the CPA may decide whether we should either, provide them with additional services to remedy or refund them for unsatisfactory service. We will decide how to compensate any of our other customers.
10. **Warranty on remedies.**
We warrant that we will provide all additional services to remedy unsatisfactory services as soon as reasonably possible after you chose for us to, or we decide to remedy any unsatisfactory service.
11. **Procedure for refunds from other service providers.**
Customers of other service providers (such as downstream service providers who pass on our services to other customers) must submit claims for unsatisfactory services directly to that service provider. Customers must use the correct refund procedure. Please call the customer services department of the relevant service provider for details of their refund procedures.
12. **Delays in providing services.**
We will diligently try to provide the services as agreed. But, there may be delays which are not our fault that prevent us from providing the services. We will notify you of any delays caused by reasons beyond our control.
13. **Place date and time for providing services.**
Except for when the services are provided over the Internet, we will only provide you with the services at the place and at the date and time agreed to between us. If we are unable to provide the services to you at the place, date and time as agreed for any reason, we will contact you and agree a new place, date and time to provide the services to you.
14. **Assignment of the services.**
We may assign our rights and duties under the agreement, including our duty to provide the services to you, to any successor or purchaser of our business or some of our assets. Any successor or purchaser will provide alternative services similar to ours that are reasonably accessible to you.
15. **Our refunds procedure.**
You must use our refunds procedure for claiming for unsatisfactory services, or else we may refuse to process the claim. Our refunds procedure is as follows:
 - Download a refund claim form from our website at [\\${insert_URL}](#) or ask our customer services department (details below) to fax, post or email the form to you.
 - Fill in the form with your contact details, date and place of purchase, and how and why you believe the services were unsatisfactory.
 - Email, fax, post or deliver the refund claim form to customer services. Customer services should contact you with a refund claim number within 24 hours of receipt, otherwise you must contact them to get the number.
 - Our customer services department may tell you that they do not believe you have a claim. In this case we may refuse to pay a refund.
 - We will notify you once we have received the refund claim form associated with your claim. We will then investigate as soon as reasonably possible whether the services we provided you were unsatisfactory. We will create a report whether we believe the services were of a level of quality that an average person would expect of that type of service or not.
 - If the services were cancelled too late or our report says that we believe the services were of a level of quality that an average person would expect of that type of service, then we will inform you that we are unfortunately unable to remedy or refund the refund the service. We will send you the written report.
 - If our report says that we believe the services were not of a level of quality that an average person would expect of that type of service, then we will contact you inform you how to proceed.

16. Dispute resolution.

If we do not accept that we provided an unsatisfactory service, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.

17. Our customer services department contact details.

Our customers can contact our service department as follows:

- Telephone number: **+27 21 554 3096**
- Office hours: **09h00 to 17h00**

18. Customer queries and complaints.

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our services, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our services.