

# RezSMS

## Terms of Service / Terms and Conditions

[Overview](#)

[Online System Terms](#)

[General Conditions](#)

[Accuracy, Completeness and Timeliness of Information](#)

[Modifications and Additions to the Service and Prices](#)

[Products or Services](#)

[Accuracy of Billing and Account Information](#)

[Optional Tools](#)

[User Feedback and Other Submissions](#)

[Errors, Inaccuracies and Omissions](#)

[Prohibited Uses](#)

[Disclaimer of Warranties; Limitation of Liability](#)

[Indemnification](#)

[Severability](#)

[Termination](#)

[Entire Agreement](#)

[Governing Law](#)

[Changes to the Terms of Service](#)

[Contact Information](#)

## Overview

This website is operated by RezSMS (Pty) Ltd. Throughout the site, the terms “we”, “us” and “our” refer to RezSMS (Pty) Ltd. RezSMS (Pty) Ltd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including

without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current web application shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## 1. Online System Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country of residence, or that you are the age of majority in your country of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws of the Republic of South Africa.

You may not utilise the service to transmit SPAM as defined by the [Wireless Application Service Providers' Association \(WASPA\)](#) or [Consumer Protection Act \(CPA\)](#) of the Republic of South Africa.

By agreeing to these Terms of Service, you are also bound by the full [Wireless Application Service Providers' Association \(WASPA\) Code of Conduct](#) and the [Consumer Protection Act \(CPA\)](#).

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## 2. WASPA

RezSMS (Pty) Ltd confirms that it is indirectly bound by the Code of Conduct from the [Wireless Application Service Providers' Association \(WASPA\)](#) because of its relationship with suppliers of whom are members. RezSMS (Pty) Ltd undertakes to adhere to any legislation policies and/or codes of conduct that may be applicable through this indirect relationship. You are strictly to adhere to the WASPA's Code of Conduct.

RezSMS (Pty) Ltd shall not be held liable if your service is deemed to contravene the WASPA Code of Conduct. RezSMS (Pty) Ltd will stand by any judgment that is handed down by WASPA in terms of services held by you.

Any penalties or fines imposed by WASPA or a WASPA member in terms of communication sent by you, shall be your liability and payable by you. RezSMS (Pty) Ltd reserves the right to suspend any services to you, until such penalties or fines are paid in full by you.

## 3. Sending of Marketing Material

If you will be utilizing the service to send any form of marketing messages. You agree to adhere to the rules set out in the Consumer Protection Act (CPA) and Wireless Application Service Providers' Association (WASPA).

Not limited to but included in these Acts and Code, the rules are stipulated in [Section 16 of the WASPA: Direct marketing messages](#) and [Section 11 of the CPA: Right to restrict unwanted direct marketing](#).

## 4. General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## 5. Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## 6. Modifications and Additions to the Service and Prices

Prices for our credit bundles are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

We reserve the right to allocate transaction costs on the payment method chosen by the client to pay for service fees and credit bundles to the client's account for settlement by the client.

## 7. Products or Services

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

## 8. Networks

We own the relationship with our suppliers and will manage and maintain all communications, negotiations, contractual relationships and agreements with the service providers and its agents, representatives, suppliers or subcontractors.

We however do not hold ourselves out as the legal agent, representative or employee of any service provider. In the event of non-availability of any of the Mobile or Fixed Telephone Networks or Internet Service Provider infrastructure, or if any agreement is suspended, cancelled, varied or terminated rendering us unable to provide the services and facilities in terms of this Agreement, we shall be entitled in our sole discretion to suspend, cancel, vary or terminate this agreement or any part thereof without incurring any liability whatsoever in the event of non-availability of the service.

## 9. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, and/or orders that use the same billing address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed.

## 10. Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## 11. User Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

## 12. Errors, Inaccuracies and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## 13. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or

participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or 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 the prohibited uses.

## 14. Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.



In no case shall RezSMS (Pty) Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## 15. Indemnification

You agree to indemnify, defend and hold harmless RezSMS (Pty) Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 16. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 17. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## 18. Entire Agreement

The failure of us 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 and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## 19. Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of South Africa.

## 20. Changes to the Terms of Service

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## 21. Contact Information

Questions about the Terms of Service should be sent to us at [management@rezsms.com](mailto:management@rezsms.com).