

## Cash Converters Southern Africa (Pty) Ltd Website terms of use

### 1. Introduction

- 1.1. This website can be accessed at [www.cashconverteres.co.za](http://www.cashconverteres.co.za), (the “**Website**”) and is owned and operated by Cash Converters Southern Africa (Pty) Ltd (“**Cash Converters**”, “**Company**”, “**we**”, “**us**” and “**our**”), Registration Number 1994/001274/07, a private company located at:  
22 Mac-Mac Road  
Waterfall Park  
Vorna Valley  
Midrand  
1686  
Gauteng
- 1.2. These Website Terms and Conditions (“**Terms and Conditions**”) govern the ordering, sale and delivery of Products, and the use of the Website.
- 1.3. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website (“**you**”, “**your**” or “**user**”), including without limitation each user who registers as contemplated below (“**registered user**”).  
By using the Website and by clicking on the “Register Now” button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.4. The Website enables you to shop online for an extensive range of New and Second-hand Products including computer equipment, televisions and other electronics, cell phones and tablets, home and kitchenware, baby and toddler Products, health, beauty and fitness Products, movies, gaming, toys, sport, and more (“**Products**”).
- 1.5. Cash Converters allows Cash Converters Franchisees to list and sell New and Second-Hand Products on the Website (each a “**Cash Converters Franchisee**”).
- 1.6. Cash Converters will indicate on relevant product pages and checkout pages by which Cash Converters Franchisee Products are for sale.
- 1.7. Cash Converters and all Cash Converters Franchisees are members of the National Association of Franchised Second-Hand Dealers (NAFSHD).  
22 Mac-Mac Road  
Waterfall Park  
Vorna Valley  
Midrand  
1685  
**Phone** 087 820 4665  
**Email** [info@nafshd.co.za](mailto:info@nafshd.co.za)

### 2. Interpretation

- 2.1. "Company" means Cash Converters Southern Africa (Pty) Ltd, Registration Number 1994/001274/07).
- 2.2. "CPA" means the Consumer Protection Act 68 of 2008.
- 2.3. "ECTA" means the Electronic Communications and Transactions Act 25 of 2002.
- 2.4. “SHGA” means the Second-Hand Goods Act, 6 of 2009
- 2.5. "POPI Act" means the Protection of Personal Information Act 4 of 2013
- 2.6. "Personal Information" means the term as defined in section 1 of the POPI Act which, for purposes of creating and maintaining the Cash Converters user account and arranging the courier, means your first name, last name, email address, place of residence, address where the approved courier

will attend to collection or delivery as the case may be, IP address, mobile number, identity number but, specifically excludes any cardholder data.

- 2.7. "Registered User" means the person who accesses the Website and registers and creates a Cash Converters user account by supplying an email address and password.
- 2.8. "Cash Converters user account" means the user profile which you are required to create and maintain in order to login to the Cash Converters website and make use of the Services.
- 2.9. "Cash Converters Website" means the online, advertising platform trading as 'Cash Converters', accessible through a web browser at [www.cashconverters.co.za](http://www.cashconverters.co.za) pursuant to which a Registered User is able to purchase a product.
- 2.10. "Products or Product" means the product/s available for selection on the website from time to time, New or Second-Hand, which may be purchased on the Website.
- 2.11. "Courier" means a company, providing courier services, which is the preferred service provider of the Company for the delivery or collection of products from the Website at the user's nominated address.
- 2.12. "Courier Charge" means the charge payable by the user for the delivery or collection of a product.
- 2.13. "Person" refers to a natural person.
- 2.14. "Delivery Period" means delivery of the Products to you not later than 30 (thirty) days of receipt of your payment.
- 2.15. "Shipping Address" means the physical address nominated by you for delivery of the order.
- 2.16. "Billing Address" means the address nominated by you to receive delivery of Invoices.
- 2.17. "Cash Converters Franchisees" means a company that holds a Cash Converters franchise for the buying and selling of New and Second-Hand Products.
- 2.18. "Nominated email" means the email address supplied by you to register your account on the Website.
- 2.19. "Purchase includes "Order"
- 2.20. "Purchasing includes "Ordering"

### 3. Important Notice

- 3.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA") and the Second-Hand Goods Act, 6 of 2009 ("SHGA")
- 3.2. These Terms and Conditions contain provisions that appear in similar text and style to this clause and which:
  - 3.2.1. May limit the risk or liability of Cash Converters or a Cash Converters Franchisee; and/or
  - 3.2.2. May create risk or liability for the user; and/or
  - 3.2.3. May compel the user to indemnify Cash Converters or a Cash Converters Franchisee; and/or
  - 3.2.4. serves as an acknowledgement, by the user, of a fact.
- 3.3. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 3.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask Cash Converters to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 3.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, created for either you, Cash Converters or a Cash Converters Franchisee in terms of the CPA and SHGA.
- 3.6. Cash Converters permits the use of this Website subject to the Terms and Conditions.

By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally.

You must not use this Website if you do not agree to the Terms and Conditions.

### 4. Returns

- 4.1. Please refer to our **Standard Returns Policy** for more information about returning Products (and related refunds, replacements or repairs).
- 4.2. The **Standard Returns Policy** is incorporated by reference (which means that it forms part of these Terms and Conditions).

## 5. Registration and use of the website

- 5.1. Only registered users may order Products on the Website.
- 5.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to Cash Converters.
- 5.3. You must use your unique username and password to access the Website in order to purchase Products.
- 5.4. You agree and warrant that your username and password shall:
  - 5.4.1. Be used for personal use only; and
  - 5.4.2. Not be disclosed by you to any third party.
- 5.5. The correct username and password must be entered whenever ordering Products.

You agree to enter your correct username and password whenever ordering Products, failing which you will be denied access.
- 5.6. Do not share your username and password with anyone. You agree that, once the correct username and password relating to your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, you will be liable for payment of such order, unless the order is cancelled by you in accordance with these Terms and Conditions.
- 5.7. You agree to notify Cash Converters immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 5.8. By using the Website you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.
- 5.9. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may not use the Website.
- 5.10. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website.

In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Cash Converters representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 5.11. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 5.12. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised Cash Converters representative.

## 6. Conclusion of sales and availability of stock

- 6.1. Registered users may place orders for Products, which Cash Converters or the Cash Converters Franchisee may accept or reject. Whether or not Cash Converters or the Cash Converters Franchisee accepts an order depends on the availability of Products, correctness of the information relating to the Products (including without limitation the price) and receipt of payment or payment authorisation by Cash Converters or the Cash Converters Franchisee for the Products.
- 6.2. Cash Converters or the Cash Converters Franchisee will indicate the acceptance of your order by delivering the Products to you or allowing you to collect them, and only at that point will an agreement of sale between you and Cash Converters or the Cash Converters Franchisee come into

effect (the "Sale"). This is regardless of any communication from Cash Converters or the Cash Converters Franchisee stating that your order or payment has been confirmed.

Cash Converters or the Cash Converters Franchisee will indicate the rejection of your order (by Cash Converters itself or the Cash Converters Franchisee) by cancelling it and, as soon as possible thereafter, refunding you for any amount already paid.

6.3. Prior to delivery or your collection of the Products, you may cancel an order at any time provided you do so before receiving a dispatch or delivery notice.

6.4. After delivery or your collection of the Products, you may return the Products only in accordance with the Standard Returns Policy.

6.5. Any order of a television will be subject to the condition that we obtain from you your valid TV licence number and your account holder ID. If we do not receive your valid TV licence number and your account holder ID, or your TV licence number cannot be validated, you will not be able to complete the purchase cycle and purchase a television.

Television orders must be collected by the User from the Cash Converters Franchisee and will not be delivered by Cash Converters or the Cash Converters Franchisee.

The purchase cycle will be completed once the Television has been collected by the User from the Cash Converters Franchisee and the Cash Converters Franchisee has received the valid TV licence number and account holder ID.

6.6. Placing Products in a Wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Products, and as such, Products may be removed from the shopping basket if Products is no longer available.

You cannot hold Cash Converters or the Cash Converters Franchisee liable if such Products are not available when you complete or attempt to complete the purchase cycle at a later stage.

6.7. Placing Products in a wishlist or shopping basket without completing the purchase cycle does not constitute an order for such Products, and as such the price thereof might change without notice to you.

You cannot hold Cash Converters or the Cash Converters Franchisee liable if such Products are not available at the particular price when you complete or attempt to complete the purchase cycle at a later stage.

6.8. You acknowledge that stock of all Products on offer is limited and that pricing may change at any time without notice to you.

Cash Converters and the Cash Converters Franchisee cannot guarantee the availability of Products. When Products are no longer available after you have placed an order, Cash Converters or the Cash Converters Franchisee will notify you and you will be entitled to a refund of any amount already paid by you for such Products.

6.9. Cash Converters relies on inventory information supplied by the relevant Cash Converters Franchisee and accordingly bears no liability for any inaccuracies in the information supplied. Consequently, should you order any Products from a Cash Converters Franchisee which are in fact sold-out, any resulting dispute should be resolved between you and the relevant Cash Converters Franchisee your respective rights and obligations being as set out in these Terms and Conditions.

## 7. Payment

7.1. We are committed to providing secure online payment facilities. All transactions are encrypted using appropriate encryption technology.

7.2. Payment for Products can be made:

7.2.1. Via Debit card;

7.2.2. Via Credit card: where payment is made by credit card, we may require additional information in order to authorise and/or verify the validity of payment. In such

cases we are entitled to withhold delivery until such time as the additional information is received by us and authorisation is obtained by us for the amounts. If we do not receive authorisation your order for the Products will be cancelled.

You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Products. You also warrant that your credit card has enough available funds to cover all the costs incurred as a result of the services used on the Website;

- 7.2.3. Via Instant EFT;
- 7.2.4. Cash on Collection; and
- 7.2.5. Cash on Delivery

7.3. The above payment options are explained in more detail in our Frequently Asked Questions (“FAQ”): Payment, which are incorporated by reference.

7.4. You may contact us via our [Help page](#) to obtain a full record of your payment. We will also send you email communications about your order and payment.

7.5. Once you have selected your payment method (save for cash on delivery and cash on collection), you will be directed to a link to a secure site for payment of the applicable purchase price for the Products.

## 8. Delivery of Products

8.1. Cash Converters offers 2 (two) methods of delivery of Products to you. You may elect delivery via:

- 8.1.1. Courier; or
- 8.1.2. Self-collection at the relevant Cash Converters Franchisee.

8.2. For more information about delivery, please see our FAQs: [Shipping and Delivery](#), which are incorporated into these Terms by reference.

Our delivery charges are subject to change at any time, without prior notice to you, so please check the FAQs for the most up-to-date information. You will see the applicable delivery charges in your cart when you check out.

8.3. If Cash Converters or the Cash Converters Franchisee accepts your order, Cash Converters or the Cash Converters Franchisee will deliver the Products to you as soon as reasonably possible, but no later than 30 (thirty) days of receipt of your payment (“Delivery Period”).

We will notify you if we are unable to deliver the Products during the Delivery Period. You may then, within 7 (seven) days of receiving such notification elect whether to cancel your order for the Products.

If you elect to cancel your order, we will reimburse you for the purchase price.

8.4. Cash Converter’s and the Cash Converters Franchisee’s obligation to deliver a product to you is fulfilled when we deliver the product to the shipping address nominated by you for delivery of the order.

8.5. Neither Cash Converters nor the Cash Converters Franchisee is responsible for any loss or unauthorised use of Products, after it has delivered the item to the shipping address nominated by you or after collection of the item by you from the relevant Cash Converters Franchisee.

## 9. Errors

9.1. Cash Converters and the relevant Cash Converters Franchisee shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products on the Website.

9.2. Should there be any errors of whatsoever nature on the Website (which are not due to Cash Converters’ or the Relevant Cash Converter Franchisee’s gross negligence), neither Cash Converters nor the Cash Converters Franchisee shall be liable for any loss, claim or expense relating to a

transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid, or otherwise as set out in the Standard Returns Policy.

9.3. Neither Cash Converters nor Cash Converters Franchisees shall be bound by any incorrect information regarding our Products displayed on any third party websites.

## 10. Gift Vouchers

10.1. Cash Converters may from time to time make physical or electronic gift vouchers (“Gift Vouchers”) available for use on the Website towards the purchase of Products listed on the Website. Gift Vouchers can only be redeemed while they are valid, and their expiry dates cannot be extended. More specifically:

- 10.1.1. Gift Vouchers that are purchased by registered users are valid for 3 year after Sale. If your Voucher has not been used within that period, it will expire.
- 10.1.2. Gift Vouchers that Cash Converters or Cash Converter Franchisees give away for free are valid for the period stated thereon. If your Voucher has not been used within that period, it will expire.
- 10.1.3. Gift Vouchers cannot be used to buy other Gift Vouchers.
- 10.1.4. Gift Vouchers do not accrue interest and are not refundable for cash once purchased or otherwise obtained.
- 10.1.5. If your Gift Voucher value is less than the amount required to cover the full order you wish to place, you may make up the difference by paying via one of our other payment methods.
- 10.1.6. Neither Cash Converters nor the Cash Converters Franchisee is responsible for any harm due to the loss, unauthorised use or unauthorised distribution of a Gift Voucher, after it has delivered the Gift Voucher to you at the shipping address or email address nominated by you.

## 11. Cash Converter Franchisees

- 11.1. Cash Converters only provides the Website to facilitate transactions between Cash Converter Franchisees and Users. Cash Converters is neither the buyer nor the seller of these Products unless otherwise specified.
- 11.2. The Sale formed on acceptance of your order (in accordance with clause 6.2) for Products that are for sale by a Cash Converters Franchisee is therefore solely between the registered User and such Cash Converters Franchisee. Cash Converters is not a party to that sale.
- 11.3. The Cash Converters Franchisee is solely responsible for fulfilment of delivery of the Products. The Cash Converters Franchisee is also responsible to provide an invoice to the registered user if so required.
- 11.4. Because Cash Converters wants the registered user to have a safe and consistent experience, Cash Converters will handle any returns under the CPA or the Electronic Communications and Transactions Act 2002 (“ECT Act”), by the registered user arising out of or in connection with the Sale between a registered user and a Cash Converters Franchisee on behalf of the Cash Converters Franchisee, according to Cash Converters’s Standard Returns Policy.  
Should such claim escalate into being a dispute, although Cash Converters is entitled to become involved in an attempt to resolve it, Cash Converters is not obliged to do so and any disputes must be resolved between you and the relevant Cash Converters Franchisee alone.

## 12. Privacy policy

- 12.1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

- 12.2. Should you decide to register as a user on the Website, you must provide us with personal information which includes but is not limited to –
- 12.2.1. Your full names and surname;
  - 12.2.2. Your ID or Passport Number;
  - 12.2.3. A copy of your ID or Passport;
  - 12.2.4. Your date of birth;
  - 12.2.5. Your gender;
  - 12.2.6. Your email address;
  - 12.2.7. Your physical address; and
  - 12.2.8. Your contact number;
- 12.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 12.4. You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 12.5. Subject to clauses **12.5.2.3. and 12.6 below**, we will not, without your express consent:
- 12.5.1. Use your personal information for any purpose other than as set out below:
    - 12.5.1.1. In relation to the ordering, and delivery of Products;
    - 12.5.1.2. To contact you regarding current or new Products or services or any other Products offered by us or any of our divisions, affiliates and/or partners and Cash Converters Franchisees (unless you have opted out from receiving marketing material from us);
    - 12.5.1.3. To inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners and Cash Converters Franchisees (unless you have opted out from receiving marketing material from us); and
    - 12.5.1.4. To improve our product selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your sales on the Website.
  - 12.5.2. Disclose your personal information to any third party other than as set out below:
    - 12.5.2.1. To our employees and/or third party service providers and Cash Converters Franchisees who assist us to interact with you via the Website, email or any other method, for the ordering of Products or when delivering Products to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
    - 12.5.2.2. To our divisions, affiliates and/or partners (including their employees and/or third party service providers) and Cash Converters Franchisees in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new Products or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
    - 12.5.2.3. To law enforcement, government officials, fraud detection agencies or other third parties when Required by Law or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into

suspected illegal activity, or to investigate violations of these Terms and Conditions;

12.5.2.4. To our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;

12.5.2.5. To Cash Converters Franchisees and our service providers for them to liaise directly with you regarding any defective Products you have purchased which requires their involvement and the collection of Products from you; and

12.5.2.6. To any Cash Converters Franchisee for purposes of sending you an invoice for any Products purchased from such Cash Converters Franchisee (**refer to clause 11 above**).

12.6. We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property and or the rights and property of Cash Converters Franchisees. In the event of a fraudulent online payment, Cash Converters and the Cash Converters Franchisee is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

12.7. We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third party service providers) and Cash Converters Franchisees having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

12.8. We will –

12.8.1. Treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;

12.8.2. Take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

12.8.3. Provide you with access to your personal information to view and/or update personal details;

12.8.4. Promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

12.8.5. Provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and

12.8.6. Upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.

12.9. We will not retain your personal information longer than the period for which it was originally needed, unless we are Required by Law to do so, or you consent to us retaining such information for a longer period.

12.10. Cash Converters undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.

12.11. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your



personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

12.12. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Cash Converters, Cash Converters shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

12.13. This website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers.

“Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools.

The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this clause 11.

### 13. Changes to these Terms and Conditions

13.1. Cash Converters may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further orders on, or in any other way use, the Website.

13.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

### 14. Electronic communications

14.1. When you visit the Website or send emails to us, you consent to receiving communications from us or any of our divisions, affiliates or partners and Cash Converter Franchisees electronically in accordance with our privacy policy as set out in clause 12 above.

### 15. Ownership and copyright

15.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website (“**Website Content**”) are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of Cash Converters, its advertisers and/or sponsors and/or is licensed to Cash Converters.

15.2. You will not acquire any right, title or interest in or to the Website or the Website Content.

15.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

15.4. Where any of the Website Content has been licensed to Cash Converters or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

## 16. Disclaimer

16.1. The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

16.2. Whilst Cash Converters takes reasonable measures to ensure that the content of the Website is accurate and complete, Cash Converters makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. If any such representations or warranties are made by Cash Converters's representatives or Cash Converters Franchisees, Cash Converters shall not be bound thereby.

16.3. Cash Converters disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

16.4. Although Products sold from the Website may, under certain specifically defined circumstances, be under warranty, the Website itself and all information provided on the Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

16.5. Any views or statements made or expressed on the Website are not necessarily the views of Cash Converters, its directors, employees and/or agents or Cash Converters Franchisees.

16.6. In addition to the disclaimers contained elsewhere in these Terms and Conditions, Cash Converters also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Cash Converters, its employees, agents or authorised representatives. Cash Converters thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in in connection with your access to or use of the Website.

## 17. Linking to third party websites

17.1. This Website may contain links or references to other websites ("**Third Party Websites**") which are outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third Party Websites and Cash Converters is not responsible for the practices and/or privacy policies of those Third Party Websites or the "cookies" that those sites may use.

17.2. Notwithstanding that the Website may refer to or provide links to Third Party Websites, your use of such Third Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third Party Websites or your reliance on any information contained thereon.

## **18. Limitation of liability**

- 18.1. Cash Converters cannot be held liable for any inaccurate information published on the Website and/or any incorrect prices displayed on the Website, save where such liability arises from the gross negligence or wilful misconduct of Cash Converters, its employees, agents or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
- 18.2. Cash converters and cash converters franchisees shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from your use of, or reliance upon, the website or the content contained in the website; or your inability to use the website, and/or unlawful activity on the website and/or any linked third party website.
- 18.3. You hereby indemnify cash converters and cash converters franchisees against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third party website.

## **19. Availability and termination**

- 19.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 19.2. Cash Converters may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that Cash Converters will not be liable to you if it chooses to suspend, modify or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
- 19.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment of the price of an order for any Products, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.
- 19.4. Cash Converters is entitled, for purposes of preventing suspected fraud and/or where it suspects that you are abusing the Website and/or have created multiple user profiles to take advantage of a promotion intended by Cash Converters to be used once-off by you, to blacklist you on its database (including suspending or terminating your access to the Website), refuse to accept or process payment on any order, and/or to cancel any order concluded between you and Cash Converters, in whole or in part, on notice to you. Cash Converters shall only be liable to refund monies already paid by you (see Cash Converters's Standard Returns Policy in this regard), and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any order.
- 19.5. You can choose to stop using the Website at any time, with or without notice to Cash Converters.

## **20. Governing law and jurisdiction**

- 20.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.
- 20.2. In the event of any dispute arising between you and Cash Converters, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 20.3. Nothing in this clause 19 or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

## 21. Notices

21.1. Cash Converters hereby selects:

Cash Converters  
22 Mac-Mac Road  
Waterfall Park  
Vorna Valley  
Midrand  
1686  
Gauteng,

as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions (“legal address”). Cash Converters may change this address from time to time by updating these Terms and Conditions.

21.2. You hereby select the shipping address specified with your order as your legal address, but you may change it to any other physical address by giving Cash Converters not less than 7 days’ notice in writing.

21.3. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent:

21.3.1. By hand will be deemed to have been received on the date of delivery;

21.3.2. By prepaid registered post, will be deemed to have been received 10 days after the date of posting;

21.3.3. By telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day; and

21.3.4. By email will be deemed to have been on the date indicated in the “Read Receipt” notification. All email communications between you and us must make use of the “read receipt” function to serve as proof that an email has been received.

## 22. Complaints

22.1. We are a participant under the Consumer Products and Services Industry Code and are bound by it. An electronic copy of this Code is available at <http://www.cgso.org.za/downloads/>. If you have a complaint about the Products or services provided by us or require information regarding our internal complaints-handling process, please get in touch with us via our [Help page](#) on the Website or you can contact our call centre on 087 362 8000.

22.2. If we don’t resolve your complaint within 15 (fifteen) business days of you having notified us of it, you are entitled to approach the Consumer Products and Services Ombud (“CGSO”), to assist in resolving the dispute. The CGSO’s contact details are:

**Website:** <http://www.cgso.org.za/>

**Sharecall:** 0860 000 272

Email: [complaints@cgso.org.za](mailto:complaints@cgso.org.za)



## 23. Disclosure in terms of Section 43 of the Electronic Communications and Transactions Act 25 Of 2002

23.1. For the purposes of the ECT Act, Cash Converters's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained on the Website:

- 23.1.1. **Full name:** Cash Converters Southern Africa (Pty) Ltd, a private company registered in South Africa with registration number 1994/001274/07
- 23.1.2. **Main business:** Consumer finance, pawn broking services and Second-Hand Products retailing.
- 23.1.3. **Physical address for receipt of legal service (also street address):**  
Cash Converters  
22 Mac-Mac Road  
Waterfall Park  
Vorna Valley  
Midrand  
1686  
Gauteng
- 23.1.4. **Postal address**  
Private Bag X007  
Halfway House  
1685
- 23.1.5. **Office bearers**  
Peter Forshaw, Richard Mukheiber and Trevor Locker
- 23.1.6. **Phone number:** +27 (0) 87 820 4010
- 23.1.7. **Email address:** [customercare@cashconverters.co.za](mailto:customercare@cashconverters.co.za)
- 23.1.8. **Website:** [www.cashconverters.co.za](http://www.cashconverters.co.za)

23.2. Membership of any self-regulatory or accreditation bodies

- 23.2.1. **FASA**  
Cash Converters is an Accredited Member of FASA since 7 March 1994  
**Phone** +27 11 615 0359  
**Email** [enquiries@fasa.co.za](mailto:enquiries@fasa.co.za)  
**Website** <https://www.fasa.co.za>
- 23.2.2. **NAFSDH**  
Cash Converters and all Cash Converters Franchisees are members of the National Association of Franchised Second-Hand Dealers.  
22 Mac-Mac Road

Waterfall Park  
Vorna Valley  
Midrand  
1685  
**Phone** 087 820 4665  
**Email** [info@nafshd.co.za](mailto:info@nafshd.co.za)

23.3. Codes of conduct to which Cash Converters subscribes:

23.3.1. **Group culture and values**

- 23.3.1.1. To foster a “can do”, personal best attitude throughout the group;
- 23.3.1.2. Genuine commitment to the delivery of quality customer service through open, co-operative, respectful, informed and effective interaction with clients and franchisees;
- 23.3.1.3. Strong and durable in-house team relationships, based on mutual respect, mutual support, common courtesy, hard work, full commitment to organisational and business unit goals, and a sense of fun and celebration in the workplace;
- 23.3.1.4. Observance of quality and best practice standards in all that we do;
- 23.3.1.5. Apply innovation and flexibility in all work practices;
- 23.3.1.6. Diligent observance of all board and management policies and procedures

23.3.2. **Group principles and philosophies**

- 23.3.2.1. To act in a socially responsible, honest, fair and reasonable manner in all corporate activities, and particularly in regard to the environment and the treatment of people in all circumstances;
- 23.3.2.2. To always maintain strong ethical, business and performance values;
- 23.3.2.3. To always act lawfully in our business activities and in the structuring of our Products and services;
- 23.3.2.4. To respect and maintain confidentiality in all our dealings and relationships;
- 23.3.2.5. To maintain a passion for doing the right thing, notwithstanding the downsides in terms of cost or inconvenience;

23.4. **PAIA:** The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [here](#). Cash Converters Franchisees’ information is available in the relevant Product listing and/or via the customer support centre contactable via our [Help page](#).

24. **General**

- 24.1. Cash Converters may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user’s right to use the Website or any of its contents subject to us processing any orders then already made by you.
- 24.1.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms and Conditions to any third party.
- 24.1.2. Any failure on the part of you or Cash Converters to enforce any right in terms hereof shall not constitute a waiver of that right.
- 24.1.3. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 24.1.4. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 24.1.5. No indulgence, extension of time, relaxation or latitude which any party (the “**grantor**”) may show grant or allow to the other (the “**grantee**”) shall constitute a waiver by the grantor of any of the grantor’s rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

- 24.1.6. These Terms and Conditions contain the whole agreement between you and Cash Converters and no other warranty or undertaking is valid, unless contained in this document between the parties.

## Standard Returns Policy

If you are not completely satisfied, you can return the product to us and we will either repair, replace or refund it, subject to the below terms.

Certain parts of this Policy do not apply to opened items, repaired items or second-hand items. This is indicated in the relevant sections below.

Opened items are Products that have previously been returned by customers and that are offered for sale at discounted prices, because their original packaging is damaged, unsealed or missing, or the Products show signs of handling and/or re-packaging.

This Policy forms part of the Cash Converters Terms and Conditions, and words defined in the Terms and Conditions have the same meaning in this Policy, unless the context indicates otherwise. Nothing in this Policy is intended to limit your statutory rights in any way.

### Preparing your Products for a return

You are responsible for the following when returning your Products;

- Package your Products safely and securely for protection during transit;
- Clearly mark your return reference number on the outside of the parcel; and
- Include all accessories and parts that were sold with the product.

Failure to adhere to any of these requirements could delay the processing of your request or result in its decline altogether.

The standard return policy includes policies regarding the return of the following items:

- Unwanted Items
- Items damaged on delivery
- Defective Items

#### 1. Unwanted Items

- Not what you have ordered
- Changed your mind
- Want to exchange

You can return an unwanted product to us at no charge, provided:

- It is **undamaged and unused**, with the original labels and stickers still attached;
- It is in the **original packaging in which the item was supplied**, which must be undamaged and in its original condition with all seals still intact (if applicable).
- It is not missing any **accessories or parts**;
- You log a return on the Website **within 7 days** of delivery to you or collection by you of the unwanted product. **After 7 days**, you can only return a product if it is defective; and
- It is not one of the Products listed below.

##### 1.1. **Not what you ordered?**

- 1.1.1. If we accidentally deliver the wrong product to you, or if the product is not as described on the Website, please inform us and we will collect the product from you at no charge.

- 1.1.2. If the product is missing any accessories or parts, you will need to follow the process set out in section 2 below. Once we have inspected the product and validated your return we will at your choice:
  - 1.1.2.1. Deliver the correct product to you as soon as possible (if the correct product is available); or
  - 1.1.2.2. Credit your account with the purchase price of the product within 15 days of the return; or
  - 1.1.2.3. Refund you if so requested.

## 1.2. **Changed your mind?**

- 1.2.1. Where you have changed your mind and would like a credit or refund for a product, you can return it **provided the product is not:**
  - 1.2.1.1. A CD, DVD, Electronic Game or Computer Software;
  - 1.2.1.2. A nursing or maternity product, an infant bottle, infant feeding product or bottle accessory that has been unsealed, including (but not limited to) breast pumps, bottles, teats and soothers/pacifiers;
  - 1.2.1.3. An intimate product, bodysuit, Scuba Gear or jewellery for piercings, which for hygienic and public health reasons may not be returned; or
  - 1.2.1.4. Batteries;
  - 1.2.1.5. Car Audio (not professionally installed)
  - 1.2.1.6. Speakers
  - 1.2.1.7. Other express-specific items

We will collect the product from you and you **will only be charged for the direct cost of returning the Products.**

Once we have inspected the product and validated your return, we will credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

## 1.3. **Want to exchange?**

- 1.3.1. An Opened Item, repaired item or a second-hand item can only be exchanged for a variation of the same Opened Item, repaired item or second-hand item, if such variation is available. In such a case, we will collect the product from you and deliver the requested product to you at no charge. If such variation is not available, we will refund you with the purchase price of the product within 10 days of the return. We are entitled to inspect the product to validate your return. Please refer to our FAQs for some advice on making sure that your product is returnable under this section.

## 2. **Items damaged on delivery**

- 2.1. Should a product be damaged or missing any parts or accessories at the time of delivery/collection, **please notify us within 7 days** of such delivery / collection by logging a return on the Website. We will arrange to collect the product from you at no charge.
- 2.2. Once we have inspected the item and validated the return, we will, at your choice:
  - 2.2.1. Repair the item (if such a repair is possible); or
  - 2.2.2. Replace the item (if we have the same product in stock to use as a replacement); or
  - 2.2.3. Refund the product as soon as possible.



### 3. Defective Items

We are committed to ensure items we deliver to you are:

- Of high quality;
- In good working order; and
- Without defects.

#### 3.1. What is a defect?

3.1.1. **Section 53(1)(a)(i)** of the Consumer Protection Act defines a defect as a material imperfection in the manufacture of the Products or components, or in performance of the services, that renders the Products or results of the service less acceptable than persons generally would be reasonably entitled to expect in the circumstances.

3.1.2. The following will **NOT** be regarded as defects and will not entitle you to a return under this section 3:

3.1.2.1. Faults resulting from normal wear and tear;

3.1.2.2. Damage arising from negligence;

3.1.2.3. Damage arising from user abuse;

3.1.2.4. Damage arising from the incorrect usage of an item;

3.1.2.5. Damage arising from electrical surges;

3.1.2.6. Damage arising from sea air corrosion;

3.1.2.7. Damage arising from a failure to adequately care for the product;

3.1.2.8. Damage arising from alterations to the product;

3.1.2.9. Where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you; and

3.1.2.10. In relation to Opened Items or used Products, signs of handling and/or repackaging.

#### 3.2. Standard Guarantee

3.2.1. If you have received a defective item or an item of poor quality (save for direct warranty Products which are discussed below), you must notify us as soon as reasonably possible after you become aware of the defect or poor quality, but **within 6 months** after delivery / collection of the Product.

3.2.2. You must notify us of a defective item by logging a return on the Website, and we will arrange to collect the product from you at no charge.

3.2.3. Once we have inspected the item and validated the return, we will, at your choice:

3.2.3.1. Repair the item (if such a repair is possible); or

3.2.3.2. Replace the item (if we have the same product in stock to use as a replacement);  
or

3.2.3.3. Refund the product as soon as possible.

3.2.4. If the repair or replacement takes longer than 21 days, we will get in touch with you to see if you would rather receive a refund.

3.2.5. We cannot facilitate returns that fall outside of the 6 month period.

3.2.6. Where you request a repair or replacement of an Opened Item, repaired item or second-hand item and a repair is not possible, we will see if we have a replacement Opened Item, repaired item or second-hand item in stock (which is the same item, of the same nature and type, as the one sold), but if we do not, we will refund you.

### 4. Gift Vouchers

Wherever you have used a Gift Voucher to purchase a product that you later return for a refund in accordance with the Policy, we cannot refund you in cash for that portion of the purchase price which you paid using the Gift Voucher, but we will issue you with a Replacement Gift Voucher of the same amount.

## **5. Charges and refunds**

- 5.1. If you return a defective product to us, but you fail to return all of the accessories and parts that were sold with that product, we are entitled to (subject to applicable law):
  - 5.1.1. Refuse the return, or
  - 5.1.2. Only to replace the item that you did return;
  - 5.1.3. Or to estimate the value of the missing accessories and parts and to credit or refund you in respect of the returned item only.
- 5.2. If you return a product (excluding eBooks) that does not comply with this Policy, you may be liable to reimburse Cash Converters for the cost of collecting the product from you and the cost of having the product returned to you.
- 5.3. Please note that we only refund to the payment method that you originally used – i.e. payment by credit card will be refunded to the same credit card, payment by Instant EFT or COD (cash on delivery) will be refunded to your nominated bank account.