

## Photie Payment Terms and Conditions

Updated: 10<sup>th</sup> May 2021

### 1) Refund Policy

- a. All requests for refunds/ cancellations must be in writing in the approved PHOTIE request format. Upon approval by your request by PHOTIE, PHOTIE shall issue a credit to your account or credit card.
- b. **Annual subscriptions:** Refunds for unused credits can be made on application provided you have not made any use of any downloaded PHOTIE CONTENT.
- c. **Monthly subscriptions:** Refunds for credits purchased can be made within 14 (fourteen) days of your invoice date, provided you have not used any credits purchased.
- d. **Downloaded PHOTIE CONTENT:** PHOTIE does not offer refunds or re-credits for downloaded files.

### 2) Customer Privacy policy

Photie (Pty) Ltd 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](http://www.polity.org.za/attachment.php?aa_id=3569) .

### 3) Payment options accepted

Payment may be made via Visa and MasterCard.

### 4) Card acquiring and security

Card transactions will be acquired for Photie (Pty) Ltd via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

### 5) Customer details separate from card details

Customer details will be stored by Photie (Pty) Ltd 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](http://www.paygate.co.za).

**6) Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

**7) Responsibility**

Photie (Pty) Ltd takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

**8) Country of domicile**

This website is governed by the laws of South Africa and Photie (Pty) Ltd 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.

**9) Variation**

Photie (Pty) Ltd may, in its sole discretion, change this agreement or any part thereof at any time without notice.

**10) Company information**

This website is run by Photie (Pty) Ltd based in South Africa with registration number 2020/477822/07 and Alison Blair as the Director.

**11) Photie (Pty) Ltd contact details**

Company Physical Address: 26 Ster Crescent, Steiltes, Nelspruit, 1200

Email: [info@photie.co.za](mailto:info@photie.co.za)

Telephone: 083 2545004