



## TERMS and CONDITIONS

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### About us

Bright Networks is a provider of converged network infrastructure to business in South Africa.

We recognize that the value of a communications solution is different for every business. Our solutions are highly scalable, secure, easily managed, and optimized to meet the evolving communications needs of our customers.

Building on a foundation of experience in enterprise communications, the company focuses its efforts on Internet Protocol (IP) and the benefits IP enables through the convergence of voice, video and data over a single broadband network. These new IP-based communications platforms, more recently known as converged networks, are designed to allow customers of all sizes to seamlessly implement and/or migrate, in an evolutionary manner, without sacrificing any of the features or functionality of traditional systems. We offer customers a broad choice of solutions, from basic business communications to sophisticated unified communications, from pre-packaged to tailored applications, and either an outright capital purchase or a rental service.

### Use of Site

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

### Disclaimer of Warranty

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The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.



## Our Rights

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than that which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

## Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including



misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### **Product availability**

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the before 14h00 on the next business day after payment is validated / received.

Should the product not be in stock, please allow 10 working days plus freight transit time. This will allow for ordering, manufacturing and delivery to our warehouse.

Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Bright Network Solutions (Pty) Ltd will contact you via email and provide a revised shipping schedule.

### **Delivery Policy**

Bright Network Solutions (Pty) Ltd offers next business day shipping from our warehouses. We work with a variety of carriers to best provide you with fast shipping and reasonable prices. We also work with you, ensuring that your package is properly insured, arrives when you need it, and we even offer blind drop shipping to customers who need their products to ship without Bright Network Solutions (Pty) Ltd identifiers.

**Please Note:** A signature is required upon delivery for all orders, which ensures the package arrives with you in addition to helping reduce stolen or lost packages. Available shipping methods vary based on the product you purchase, but generally include:

- Fed Ex Express Saver
- Fed Ex 2Day
- Fed Ex Standard Overnight
- Fed Ex Priority Overnight
- Fed Ex First Overnight

### **Insurance of Goods in Transit**

All orders ship fully insured by the carrier if the insurance option is selected at check out.

### **Shipping Cutoffs**

Most orders placed during our business hours ship the next business day.

### **Shipping Rates**

To calculate shipping cost, add the item(s) to the shopping cart. When on the shopping cart screen input your "ship to" postal code and province and the site will pull down all shipping options live from each respective carrier.

### **International Shipping**



Bright Network Solutions (Pty) Ltd ships to several countries. To calculate shipping to your country, simply add the items to the shopping cart, input your "ship to" information and you will get the shipping rates in real time.

### **Drop Shipping or Blind Shipping**

If you need the product to ship without any Bright Network Solutions (Pty) Ltd identification please note this in the order notes on the checkout screen and we'll make sure to ship your order blind.

### **Undeliverable packages**

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

### **Order processing**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

Order processing will not begin until we receive a confirmed order and full payment.

### **Refunds/Returns Policy**

Should you for any reason wish to cancel your purchase you will be liable for a 7.5% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

All returns are subject to the following return policy and conditions.

Some items are returnable through Bright Network Solutions (Pty) Ltd and some items are not. Refurbished products, video conferencing equipment, and headsets are returnable for replacement or repair during the warranty period; however, they cannot be returned for credit. Additionally, some brands are not returnable to Bright Network Solutions (Pty) Ltd due to the manufacturer's policies and restrictions:

Other manufacturers not listed may also have similar policies and the standard 30 day return policy do not apply to these items or brands. In the event that a defective item is received from one of the above manufacturers, please contact the manufacturer directly. Please contact the manufacturer for warranty information, as well.

Please contact Bright Network Solutions (Pty) Ltd if you would like information about warranties and return information before purchasing your merchandise.

Other items may come with a Money Back Guarantee. In the event that one of these items is returned, Bright Network Solutions (Pty) Ltd is not responsible for this return. Users should contact the manufacturer directly in these circumstances.

Unless Bright Network Solutions (Pty) Ltd is contracted for installation or support services, Bright Network Solutions (Pty) Ltd will not assist in the installation or configuration of products under any circumstances. Bright Network Solutions (Pty) Ltd may provide firmware/software updates and manuals subject to availability.



**Note:** Absolutely no software or license keys are returnable under any circumstances.

To return an item that is returnable, please fill out our Return Application Form online before shipping product back to Bright Network Solutions (Pty) Ltd, items received without an Return Application number will be refused by our warehouse. Following the Return Application procedure will help to expedite and ensure the proper action or credit upon processing. After completing the Return Application form on the website, for items that are returnable, you may be issued an Return Application code that will be used for your return. For further expedition, when requesting your Return Application, please have the following information handy:

1. Customer Number
2. Invoice Number
3. Serial Number
4. Reason for Return
5. Action Requested (Replacement/Return/Repair/Credit)
6. Whether or not the box has been opened or if it is still factory sealed

In order to receive full credit for merchandise, all returns must be received in original condition and packed in the carton as if from the Manufacturer (this includes all foam padding or bubble wrap, all manuals, blank warranty cards, accessories, and/or other documentation included with the original shipment. Return Application approval is contingent upon receipt of 100% complete products, among other things.

Customer is responsible for shipping charges to Bright Network Solutions (Pty) Ltd. Products can be returned within 30 days after purchase. After this time, product is considered acceptable by customer and cannot be returned.

**Restocking Info:** Any non-defective unopened item that is returned (wrong item, for example) has a minimum of a 7.5% restocking fee. The 7.5% fee is to cover credit card fees, processing, and order handling. Items that have been opened but are 100% complete are subject to a 15% restocking fee. Simply, the 15% restocking fee exists because we cannot sell an open box item as new; therefore, the item is discounted accordingly. Items returned that are missing any packing material or components are subject to a restocking fee of up to 30%. If the return is missing the majority of packing, product, or components the return will be refused.

**No orders older than 30-days from date of purchase will be considered for return for credit.**

**Refurbished items are not returnable unless proven defective.** If found to be defective, refurbished items can only be exchanged for the same item.

Customer is responsible for shipping all returned items back to Bright Network Solutions (Pty) Ltd.\* Note: Bright Network Solutions (Pty) Ltd recommends that you use Aramex for all returns as it offers shipment tracking through their online website as well as a customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered.

Customers should make use of a courier that offers:

1. Shipment tracking.
2. Insurance on your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account.

Bright Network Solutions (Pty) Ltd reserves all other rights.

## Payment Options and Pricing



All transactions will be processed in South African Rands (ZAR).

Bright Network Solutions (Pty) Ltd endeavours to offer you competitive prices on current products; your total order price will include the price of the purchase plus any applicable sales tax and shipping charges (on the day of shipping).

**Bright Network Solutions (Pty) Ltd reserves the right to change pricing at any time without prior notice.**

Should Bright Network Solutions (Pty) Ltd reduce its price on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund you must contact us within 14 days of shipment.

#### **Credit Card payments**

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online under in the Your Account section available for use whenever you're ready! Sorry for the inconvenience.

#### **EFT (Electronic Fund Transfer) payments**

An EFT is one of the most widely used ways of making a payment online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load Bright Network Solutions (Pty) Ltd as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This will ensure speedy processing and delivery of your selected products.

#### **Banking Details**

Bank : First National Bank  
Branch No. : 251 655  
Account Name : Bright Network Solutions (Pty) Ltd .  
Account No. : 6227 3394 222  
Account Type : Cheque

Send your payment confirmation to [onlineorders@brightnetworks.co.za](mailto:onlineorders@brightnetworks.co.za) to ensure speedy dispatch of your order.

#### **Direct Deposit payments**

You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Goods will only be shipped once your payment has cleared into our bank account.

#### **Banking Details**

Bank : First National Bank  
Branch No. : 251 655  
Account Name : Bright Network Solutions (Pty) Ltd .  
Account No. : 6227 3394 222  
Account Type : Cheque

Please send your payment confirmation to [onlineorders@brightnetworks.co.za](mailto:onlineorders@brightnetworks.co.za) or fax to **(011) 702 9961** to ensure speedy dispatch of your order.

For more information about how to order, special order requirements and other payment options, please contact our Support Team on **0860 274448** or email [onlineorders@brightnetworks.co.za](mailto:onlineorders@brightnetworks.co.za)

## Security Policy

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.
4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

## Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

## Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## Consent

I understand that all the designs and trademarks are registered to Bright Network Solutions (Pty) Ltd and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Bright Network Solutions (Pty) Ltd for any civil action or any legal action deemed necessary against me.

## Contact Details



Physical address      Process House, Epsom Downs Office Park, 13 Sloane Street, Bryanston

Postal address        PO Box 10023, Fourways East, 2055

Email address        onlineorders@brightnetworks.co.za

Phone numbers        0860 274448 or + 27 11 702 9960

Fax numbers            +27 11 702 9961