Refunds, Cancellations and Delivery Policy

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This policy explains how we deliver what you buy from AiTronetiX (Pty) Ltd ("we", "us"), how you can cancel, and how and when we refund you. "You" means the person or business buying from us.

It sits alongside the terms for your order:

- Client Terms (ATX-POL-0006) with your Service Order (ATX-CON-0003) or signed quotation: team workshops, online labs, websites, automation, AI assistants and other client projects;
- Workshop Booking Terms: public online workshops on Zoom;
- Academy Course Terms (ATX-POL-0007 R04): AiTronetiX Academy online courses, for learners buying for themselves and for businesses buying seats for their staff (see section 12).

Clause numbers below refer to those documents. If this policy and the terms for your order differ, the terms for your order apply, unless this policy gives you a better result. Nothing in this policy limits your rights under the Consumer Protection Act (CPA) or the Electronic Communications and Transactions Act (ECTA).

1. Your rights under consumer law

1.1 If you buy online, by email or by WhatsApp, ECTA gives individuals a 7-day cooling-off right (section 44) and requires us to deliver within 30 days unless we agree another time (section 46).

1.2 The CPA protects individuals, and businesses (juristic persons) whose annual turnover or asset value is below R2 million at the time of the transaction (CPA section 5(2)(b)). Larger businesses are not covered by the CPA.

1.3 The CPA also has a 5-business-day cooling-off right (CPA section 16), but it applies only to sales that result from direct marketing, and not where the ECTA cooling-off right applies. We don't sell through direct marketing, so it doesn't normally apply to our sales. If it ever does, you have that right too.

1.4 We apply this policy in the same fair way to every buyer, individual or business, whether or not the CPA or ECTA protects them.

2. What we sell and how we deliver it

2.1 We sell AI services and digital products: live workshops and sessions, client projects, Academy online courses and, from time to time, digital downloads or subscriptions. We don't sell or ship physical goods, so there are no shipping or delivery charges.

2.2 We serve customers in South Africa. We deliver online (by email, on Zoom and on our learning platform), and hold on-site team workshops at your premises in Pretoria and

Johannesburg. Prices are in South African rand (ZAR) and are the full amounts payable. No VAT charged.

2.3 You can pay by EFT, or by card through PayFast where we offer it at checkout. PayFast handles your card details on its own secure page; we never see or store them.

2.4 We start delivery once your payment counts: for EFT, when it reflects in our account; for a card, when PayFast confirms it (Client Terms 1.3).

What you buy	How we deliver it	When
Public online workshop	Zoom link by email to the address on your booking. A replay link follows after the session (Workshop Booking Terms 6).	Within 1 business day after your payment clears, and at least 24 hours before the session.
Team workshop or online lab	On-site at your premises, or online with a joining link by email.	On the date and time in your Service Order. Online joining links at least 24 hours before.
Client project (website, automation, AI assistant or agent)	Online, built in or handed over to accounts in your own name (Client Terms 2.3 and 2.6). We confirm go-live and each milestone by email.	On the timeline in your signed quotation or Service Order. If no time is agreed, within 30 days after we receive your order (ECTA section 46).
Academy course	Online only. Course bought for yourself: order confirmation and sign-in details by email. Seats bought by a business: a sign-up key by email to the key contact, or accounts we set up from the buyer's learner list, with login details emailed to each learner; each learner gets 12 months' access from when they redeem the key or, for a learner list, first log in and accept the Course Terms (section 12).	Card through PayFast: as soon as PayFast confirms payment, and no later than 1 business day. Business seats (EFT): key or seat confirmation within 2 business days after the payment clears or we have checked the proof of payment; for a learner list, accounts within 2 business days after we receive the complete list.
Digital download (if offered)	Download link on screen and by email.	As soon as payment is confirmed, and no later than 1 business day.
Hosting, business email and other monthly services	Online, month to month.	From the agreed start date, paid monthly in advance (Client Terms 2.6).

2.5 If your link or access hasn't arrived, check your spam folder, then email info@aitronetix.com. We resend it as soon as we can, and within 1 business day.

2.6 If we're going to be late, we tell you as soon as we know. You may accept the new date, or cancel and get back what you paid for anything not yet delivered. If we haven't delivered within the agreed time (or within 30 days where no time was agreed), you may

cancel by giving us 7 days' written notice (ECTA section 46(2)). If we can't supply something because it's unavailable, we tell you straight away and refund you (ECTA section 46(3)).

3. Cooling-off: 7 days for orders made electronically

3.1 If you order online, by email or by WhatsApp, or pay through PayFast, you may cancel without giving a reason and without penalty within 7 days after ordering (for a digital download, within 7 days after you receive it). We refund you in full (ECTA section 44; Client Terms 4.1; Academy Course Terms 10.5).

3.2 The cooling-off right doesn't cover a service that began, at your request, before the 7 days ended (ECTA section 42(2)(d)), or goods made to your specifications or clearly personalised (section 42(2)(f)). In practice:

- **Workshops and sessions:** if the session falls within the 7 days, you may still cancel before it starts for a full refund. A session already delivered can't be refunded (Client Terms 4.2; Workshop Booking Terms 4).
- **Client projects:** if you ask us to start within the 7 days and then cancel, you pay only for work already done at your request, and we refund the rest (Client Terms 3.3 and 4.2).
- **Academy courses:** your cooling-off right ends once you start the course, which means opening any lesson, video, reading, activity, quiz or download. Signing in and reading the welcome page doesn't count. Businesses buying seats have no statutory cooling-off right, but we offer voluntary refunds (section 12, clause 10.9).
- **Digital downloads:** if you ask for immediate access and then download the file, your cooling-off right ends for that file. We ask you to confirm this at checkout. Faulty files are covered by section 6.

3.3 Our checkout or order form asks you to confirm if you want us to start early. If you don't, we wait until the 7 days have passed.

4. If you cancel after the cooling-off period

4.1 Tell us in writing by email to info@aitronetix.com (a WhatsApp message is also accepted under Client Terms 3.1).

4.2 **Team workshops and online labs** (Client Terms 3.1, a reasonable cancellation charge under CPA section 17):

When you cancel	What you get back
More than 7 days before	A full refund, less a R150 admin fee
72 hours to 7 days before	50% of the amount paid
Less than 72 hours before, or if you don't attend	We keep 50% of the price and refund anything paid above that

Instead of cancelling, you may send a substitute, or move once to a later date of the same session, at no charge (Client Terms 3.2).

4.3 **Public online workshops** (Workshop Booking Terms 4):

When you cancel	What you get
More than 7 days before	A full refund
7 days or less before	No refund, but we move your seat once, free, to another date of the same workshop

You may send a colleague in your place at no charge. Tell us their name and email before the session.

4.4 **Death or hospitalisation:** we charge nothing for cancelling any booking if the person booked can't attend because of death or hospitalisation (CPA section 17(5); Client Terms 3.2).

4.5 **Client projects** (Client Terms 3.3):

- You may cancel at any time before go-live by writing to us.
- You pay for work reasonably done up to the date you cancel, and we refund the rest of what you paid. Your deposit is not forfeited: we set it off against the work done and refund any unused part.
- We work out the amount fairly: milestones you have signed off at their quoted price, plus work in progress in proportion to how much of it is done. We send you a written breakdown with the refund. If the work done is worth more than you've paid, we invoice the difference on the same basis.
- We hand over the work completed and paid for, on the ownership terms in Client Terms 2.3. Your domain is registered in your name and stays yours (Client Terms 2.6).
- After go-live, change-of-mind refunds don't apply. If something is wrong, section 6 applies.

4.6 **Hosting, business email and other monthly services:** you may cancel with 20 business days' written notice (Client Terms 2.6; CPA section 14 where it applies). The service continues until the notice period ends, and we refund anything you paid for a period after that. When hosting ends, we give you your domain transfer code and site files within 5 business days.

4.7 **Academy courses:** see section 12.

4.8 **Subscriptions (if offered):** unless the product page says otherwise, you may cancel at any time. The subscription ends at the end of the period you've already paid for, and we don't charge you again.

5. No-shows and unpaid bookings

5.1 **Team workshops and labs:** if you don't attend, we keep 50% of the price and refund anything paid above that (Client Terms 3.1(c)).

5.2 **Public online workshops:** if you don't attend and didn't tell us beforehand, there's no refund or transfer (Workshop Booking Terms 4). You still receive the replay link we email to everyone booked, which is available for 30 days (Workshop Booking Terms 6).

5.3 If you tell us before a session starts that you can't make it, section 4 applies instead.

5.4 If the balance for a session isn't paid before the date, we may release your booking and Client Terms 3.1(c) applies (Client Terms 1.3). For a public online workshop that isn't paid by the invoice due date, we may release the seat and cancel the booking (Workshop Booking Terms 2).

6. If something goes wrong

6.1 We must deliver our services on time and to the standard people are generally entitled to expect. If we don't, you may ask us to fix the problem or to refund a reasonable part of the price, depending on how serious the failure is (CPA section 54).

6.2 **Client projects:** report faults within 10 business days after go-live. We fix them within 5 business days at no cost, or refund a fair part of the price if we can't (Client Terms 2.4).

6.3 **Workshops and sessions:** if a session doesn't run properly because of a problem on our side, tell us as soon as you can. We offer you a place at a later session, or refund a fair part of the price.

6.4 **Academy courses:** see section 12 (clauses 10.10 and 10.11).

6.5 **Digital downloads:** a digital file counts as goods under the CPA. If a file is faulty or doesn't match its description, tell us within 6 months. We replace it or refund you, as you choose (CPA sections 55 and 56).

7. If we cancel or reschedule

7.1 **Team workshops, labs and sessions:** you choose a full refund within 10 business days, or a new date (Client Terms 5.1). If an online lab doesn't reach 5 paid seats, you choose a full refund within 10 business days or a place in the next lab (Client Terms 2.1).

7.2 **Public online workshops:** if fewer than 3 people book, or something outside our control prevents the session, we may move it to another date, and tell you at least 48 hours before where we can. If the new date doesn't suit you, you can choose a full refund (Workshop Booking Terms 5).

7.3 **Client projects:** if we can't complete your project for reasons on our side, we refund what you paid for work not delivered and hand over the work completed.

7.4 **Academy courses:** if we withdraw a course, we refund in full anything not yet started, and the unused part of the price for learners who have started (section 12, clause 10.10).

7.5 We never charge you a fee when we cancel or reschedule.

8. How to cancel or ask for a refund, and how we pay it

8.1 Email info@aitronetix.com with your name, your invoice or order number and what you want to cancel. You can also call +27 67 241 8196 for help.

8.2 We acknowledge your request within 2 business days and confirm in writing whether a refund is due, how much, and how we worked it out.

8.3 **We refund the same way you paid:**

- **Card through PayFast:** back to the same card, through PayFast.
- **EFT:** by EFT, only into a bank account in the name of the person or business that paid, after we have verified it (for example with a bank confirmation letter).
- If a card refund isn't possible (for example the card was closed), we refund by EFT to a verified account in your name.

We will never ask for your card number, PIN or banking password.

8.4 **When:** within 14 days after we confirm the refund, or after you cancel in the cooling-off period. If the terms for your order give a shorter time, that applies. For Academy orders, section 12 (clause 10.13) applies. Your bank may take a few more business days to show a card refund.

8.5 We refund the full amount due, in rand. We don't deduct bank or PayFast fees.

9. Chargebacks and payment disputes

9.1 Please contact us first. Most problems can be sorted out quickly.

9.2 You always keep the right to dispute a card payment with your bank.

9.3 If you do, we give PayFast and your bank our records of the order and its delivery (for example the booking, your acceptance of the terms, and sign-in or attendance records), as our Privacy Policy allows.

9.4 While a dispute is open, we can't also refund the same payment, because you would be paid twice. If we agree a refund is due, we tell you, so that you can choose to withdraw the dispute and receive the refund from us.

9.5 If the dispute is decided in our favour, your order stands and any balance still owed remains payable.

10. Complaints

10.1 Please tell us first at info@aitronetix.com or +27 67 241 8196. We acknowledge complaints within 2 business days and aim to resolve them within 10 business days.

10.2 If we can't resolve your complaint, you may approach the Consumer Goods and Services Ombud (www.cgso.org.za) or the National Consumer Commission (thencc.org.za, 012 065 1940).

11. About us and changes to this policy

11.1 AiTronetiX (Pty) Ltd is a private company registered in South Africa, Reg. No. 2021/786421/07. Director: Veronica Paddy. Registered office and address for service: 14 Regency Drive, Route 21 Business Park, Pretoria, 0157. Email: info@aitronetix.com. Phone: +27 67 241 8196. Our full supplier information is in our Client Terms.

11.2 We may update this policy. The version that applied when you placed your order applies to that order.

11.3 South African law applies to this policy.

12. AiTronetiX Academy online courses

This section applies to AiTronetiX Academy courses, both when you buy a course for yourself online (card through PayFast) and when a business buys seats for its staff by EFT. It repeats clause 10 (Refunds, cancellation and delivery (access)) and clauses 13.6, 13.9, 13.10 and 13.10A of the Academy Course Terms (ATX-POL-0007 R04) word for word, so clause numbers below are those of the Academy Course Terms. Price: R1,250 per learner or seat. No VAT charged.

Clause 10: Refunds, cancellation and delivery (access)

Delivery (how and when you get access)

10.1 The course is delivered online only, on academy.aitronetix.com. We don't send anything physical, and there are no delivery charges.

10.2 **Course bought for yourself (card through PayFast):** once PayFast confirms your payment, we email your order confirmation and sign-in details to the email address on your order, usually straight away and no later than 1 business day after payment is confirmed.

10.3 **Seats bought by a business (EFT):** within 2 business days after the EFT has cleared in our account, or after we have checked the buyer's proof of payment against our bank account, whichever happens first, we either email the sign-up key to the key contact named in the order (method A), or confirm the seats to the key contact in writing (method B). For method B, we create each learner's account, and the course site emails the learner their login details, within 2 business days after we receive a complete learner list for them.

Each learner's 12 months' access starts when they redeem the key (method A) or first log in and accept these Course Terms (method B) (clause 4.1).

10.4 **If your access, key or login details haven't arrived** in that time, check your spam or junk folder, then email info@aitronetix.com with your order or invoice number. We resend it within 1 business day. If we still haven't given you access within the time in clause 10.2 or 10.3, you may cancel by giving us 7 days' written notice, and we refund you in full (ECTA section 46).

Cancelling: courses bought for yourself

10.5 **Cooling-off (ECTA section 44).** If you are an individual (a natural person) who bought online, you may cancel within 7 days after the agreement is made, without giving a reason and without penalty, and we refund you in full. The CPA's separate 5-business-day cooling-off right (CPA section 16) applies only to sales that result from direct marketing, and not where ECTA's cooling-off right applies. We don't sell courses through direct marketing, so it doesn't normally apply.

10.6 **At checkout you ask for access straight away. Once you start the course, your cooling-off right ends (ECTA section 42(2)(d)), because the service has begun at your request.** You "start the course" when you open any lesson, video, reading, activity, quiz or download in a module. Signing in and reading the welcome page doesn't count. As long as you haven't started, we refund you in full if you ask within the 7 days. We offer this to every buyer, including businesses and others that ECTA doesn't protect.

10.7 **After you've started, we don't refund just because you changed your mind.** Clause 10.11 still applies.

Cancelling: seats bought by a business

10.8 ECTA's cooling-off right protects only individuals (natural persons). A company or other juristic person has no statutory cooling-off right, so we offer the refunds in clause 10.9 voluntarily. If the business buyer is an individual (for example a sole proprietor), clause 10.5 applies as well.

10.9 Refunds for seats bought under clause 13:

- (a) **Within 7 days after payment, if no seat has been redeemed:** a full refund of all the seats.
- (b) **Within 30 days after payment:** a full refund of any seats that haven't been redeemed.
- (c) **More than 30 days after payment, seats that haven't been redeemed are not refundable.** They stay valid and can be given to other staff (clauses 13.9 and 13.10). If the CPA protects the buyer (clause 13.14), the buyer may still cancel unredeemed seats, and we refund their price less a reasonable cancellation charge of 10% (CPA section 17).
- (d) **Once a learner has started the course on a seat, that seat is not refundable**, except where the law requires a refund, for example under clause

10.11 or if we can't deliver the course.
- (e) If a learner can't take the course because of death or hospitalisation, we charge no cancellation fee for that seat (CPA section 17(5)). We refund the seat if it hasn't been started, or let the buyer move it under clause 13.10.

If we cancel

10.10 We may cancel or end access as follows:

- **We withdraw the course** before an access period ends: we refund in full every seat or purchase that hasn't been started, and refund the unused part of the price, in proportion to the access time left, for learners who have started.
- **A fault on our side** stops you using the course and we can't fix it within 5 business days of your report: we either extend your access by the time lost or refund a fair part of the price. You choose.
- **An invoice lapses unpaid** (clause 13.4): the order falls away and nothing is owed by either side.
- **Serious breach:** clause 12.2 applies.

Your rights if something goes wrong

10.11 You keep your rights under the CPA. If the course isn't delivered with reasonable care and skill, or doesn't match its description (CPA section 54), tell us within 30 days of noticing. We'll fix the problem, or refund a fair part of the price if we can't. If you are protected by the CPA, nothing in clause 10 or 13 takes away a right it gives you.

How to cancel and how we pay refunds

10.12 To cancel or ask for a refund, email info@aitronetix.com with your name (or the business's name), your order or invoice number, and what you want to cancel (for business orders, how many seats). We acknowledge your request within 2 business days and confirm in writing whether a refund is due and how much.

10.13 We refund the same way you paid: a card payment back through PayFast to the same card; an EFT payment by EFT to the account the payment came from, after we have verified it. We pay within 10 business days after we confirm the refund, and in any event within 30 days after you cancel in the cooling-off period (ECTA section 44(3)). We refund the full amount due, in rand, and don't deduct bank or PayFast fees.

Clauses 13.6, 13.9, 13.10 and 13.10A: how learners get access, how long business seats last, moving seats, and staff who leave

13.6 **How learners get access.** The buyer chooses one of two methods for each order:

- (a) **Method A, sign-up key:** we give the buyer one sign-up key for the order. The key works only for the number of seats bought. A seat is used when a learner redeems the key and creates an account.

- (b) **Method B, learner list:** the buyer sends us each learner's name and work email address on our learner list template, which we send with the Invoice, in one or more batches. We create the accounts, and the course site emails each learner their login details. A seat is used when we create the account, even if the learner never logs in. The learner's 12 months' access starts when they first log in and accept these Course Terms (clause 4.1).

In these terms, a seat is "redeemed" when it is used in either way.

13.9 **How long seats last. A seat that hasn't been redeemed stays valid for 3 years from the date we issue the seats: the date we send the sign-up key (method A) or confirm the seats in writing (method B). It expires at 23:59 SAST on the date 3 years after that date (the expiry date) and is not refunded.** (This follows CPA section 63, which requires prepaid credits to stay valid for at least 3 years.) For method A, the key must be redeemed by that time. Each learner has 12 months' access to the course from the date their access starts: the date they redeem the key and create their account (method A), or the date they first log in to the account we created for them and accept these Course Terms (method B) (clause 4.1). Access to an account by our staff (for example an administrator viewing it) or by our systems doesn't start the learner's 12 months. **For method B, a seat is used when we create the account (clause 13.6), but if the learner hasn't logged in and accepted these Course Terms by 23:59 SAST on the expiry date, the seat expires and is not refunded. We suspend the account then and delete it within 30 days.** A learner who logs in and accepts these Course Terms before then gets the full 12 months.

13.10 **Moving seats.** The buyer may give an unredeemed seat to any member of its staff. **A redeemed seat can be moved once, to another member of staff, only if the first learner has completed less than 25% of the course and no certificate has been issued.** The new learner gets the access time left on the seat; the 12 months don't start again. If the first learner never logged in and accepted these Course Terms (method B), the new learner's 12 months start when they first log in and accept them. We close the first learner's account by suspending it at once, so their access ends that day and the account is never reused for another person. If the first learner logged in and accepted these Course Terms, their information is then deleted or de-identified on the retention timetable in section 10 of the Academy Privacy Notice, counted from that date. If they didn't (method B), we delete the account within 30 days. To move a seat, the key contact emails info@aitronetix.com.

13.10A **Staff who leave.** The key contact can ask us at info@aitronetix.com to close a learner's account when that person leaves the buyer. We close it as clause 13.10 explains, and if the learner never logged in and accepted these Course Terms (method B), we delete the account within 30 days. The seat is then moved under clause 13.10 if it qualifies; otherwise it stays used and isn't refunded.