



General Terms and Conditions

Introduction

Please be sure to read the terms and conditions (“terms and conditions”, “terms”) carefully and understand what is said in the document before using our products such as our websites www.viduya.co.za, www.vstservices.co.za as well as all its sub-domains, Software as a Service and Services provided such as our “VST-Invoicing and Stock Management Software” and the aforementioned websites.

Our company, Viduya Solutions and Technology Services PTY LTD, with Company Reg no 2021 / 339585 / 07 established on 21 January 2021 is a Web Development and IT Services provider in the Eastern Cape Region. Located at No. 15 Bunting Crescent, Cotswold Extension, 6045, South Africa.

Conditions of Use

By using our websites www.viduya.co.za and www.vstservices.co.za you confirm and certify that you have read and reviewed this Agreement and that you agree to comply with its terms and conditions. If you do not want to be bound by the terms and conditions of this Agreement, you are advised to leave the website accordingly. Viduya Solutions and Technology Services PTY LTD only grants use and or access of our websites, its products, and its services to those who have accepted its terms.

Privacy Policy

Before you continue to make use of our websites, we advise you to read our [privacy policy](#) regarding our user data collection. It will help you better understand our practices.

Age Restrictions

Since we are a business that commonly deals with Invoices and Computer Services, we require you to be of the age of at least 18 years old before continuing to use our websites. By using our websites, you warrant that you are at least 18 years of age, and you may legally adhere to this Agreement. Viduya Solutions and Technology Services PTY LTD assumes no responsibility for liabilities related to age misrepresentation.

Intellectual Property and copyrights

You agree that all materials, products, and services provided on these websites are the property of Viduya Solutions and Technology Services PTY LTD, including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Viduya Solutions and Technology Services PTY LTD intellectual property in any way, including electronic, digital, or new trademark registration.

You grant Viduya Solutions and Technology Services PTY LTD a royalty free and non-exclusive license to display, use, copy, transmit and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

User Accounts

As a user of these websites, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

If you think there are any possible issues regarding the security of your account on the websites, inform us immediately so we may address them accordingly.

We reserve the rights to terminate accounts, edit or remove content and cancel orders or services at our sole discretion.

Account Cancellation and Termination

You as a user may cancel your Account and terminate the Terms of Service at any time by contacting info@vstservices.co.za or call Aries on 078 988 4954. And then following the specific instructions indicated to you in Viduya Solutions and Technology Services PTY LTD response.

Upon Termination of the Services by either Party for any reason:

Viduya Solutions and Technology Services PTY LTD, will cease providing you with the Services and you will no longer be able to access your Account.

Unless otherwise provided in the terms of service, you will not be entitled to any refunds of any Fees, pro rata or otherwise.

There will be no refunds of any kind if there are no fees paid in full.

Any outstanding balance owed to Viduya Solutions and Technology Services PTY LTD for your use of the services through the effective date of such termination will immediately become due and payable in full: and your Website will be taken down.

If you purchased a domain name through Viduya Solutions and Technology Services PTY LTD, upon cancellation your domain will no longer be automatically renewed.

If at the date of termination of the service, there are any outstanding fees owing by you, you will receive one final invoice via email. Once the invoice has been paid in full, you will not be charged again.

Fraud: Without limiting any other remedies, Viduya Solutions and Technology Services PTY LTD may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the use of the Services.

Applicable law

By visiting these websites, you agree to the laws of the Republic of South Africa. Without regard to principles of conflict laws, the laws of the Republic of South Africa will govern these terms and conditions, or any dispute of any sort that might come between Viduya Solutions and Technology Services PTY LTD and you, or its business partners and associates.

Disputes

Any dispute related in any way to your visit to this website or to products you purchase from us shall be arbitrated by state or federal court in South Africa and you consent to exclusive jurisdiction and venue of such courts.

Limitations of liability

You expressly understand and agree that, to the extent permitted by applicable law, Viduya Solutions and Technology Services PTY LTD shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of income, goodwill, use, data, or other intangible losses resulting from the use or inability to use the services or websites.

Viduya Solutions and Technology Services PTY LTD reserves the right to edit, modify and change this Agreement at any time. We shall let our users know of these changes through electronic mail. The new Agreement is an understanding between Viduya Solutions and Technology Services PTY LTD and the user, and will supersede and replace all prior agreements regarding the use of these websites.

In no event shall Viduya Solutions and Technology Services PTY LTD or our suppliers be liable for loss of income or any special, incidental, or consequential damages arising out of or in connection with our website, our services, or these terms of service (however arising, including negligence). You agree to indemnify and hold us and, where applicable, our parents, subsidiaries, affiliates, Viduya Solutions and Technology Services PTY LTD partners, officers, directors, agents' employees, and suppliers, harmless from any claim or demand, including reasonable attorney's fees made by any third party due to or arising out of your breach of these terms of services or the documents, or your violation of any law or the rights of a third party.

You are using our services at your sole risk. The services are provided on an "as is" and "as available" basis without any warranty or conditions, expressed, implied, or statutory.

Viduya Solutions and Technology Services PTY LTD does not warrant that the Services will be uninterrupted, timely, secure, or error-free.

Viduya Solutions and Technology Services PTY LTD does not warrant that the results that may be obtained from the use of our Services will be accurate or reliable.

Viduya Solutions and Technology Services PTY LTD is not responsible for any of your tax obligations or liabilities related to the use of our Services.

Viduya Solutions and Technology Services PTY LTD does not warrant that the quality of any products, services, information, or other materials purchased or obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

General Prohibitions and Viduya Solutions and Technology Services PTY LTD Enforcement Rights

You agree not to do any of the following:

1. Post, upload, publish, submit, or transmit any User Content or engage in any activity that: infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, including the following:
 - a. Violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability
 - b. Is fraudulent, false, misleading, or deceptive.
 - c. Is defamatory, obscene, pornographic, vulgar, or offensive.
 - d. Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group.
 - e. Is violent or threatening or promotes violence or action that are threatening to any person, animal, or entity.
 - f. Exploits minors
 - g. Promotes illegal or harmful activities or substances.

Payment Methods

You will pay the fees applicable to your subscription to Viduya Solutions and Technology Services PTY LTD. Subscription fees are paid in advance and will be billed in 30-day intervals (each such date, a "billing date"). Fees will appear on an invoice which will be sent to the registered email provided. If you are not able to process payment or make payments to the subscription within 5 days of invoice, we may suspend and revoke your access to your Account and Services. Your account will be reactivated upon your payment of any outstanding Fees. You may not be able to access any of your information during the suspension. If the outstanding fees remain unpaid for 60 days following the date of suspension, Viduya Solutions and Technology Services PTY LTD reserves the right to terminate your account.