

Terms of service

ZED TECH (Pty) Ltd, hereafter referred to as ZED Tech, with company registration number 2024/636553/07, is incorporated under the Companies Act 71 of 2008, as amended.

In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”), these Terms and Conditions (“T&Cs”) are binding and enforceable against all persons who access ZED Tech’s website or any part thereof or make use of ZED Tech online products.

If you do not agree to these T&Cs, do not proceed, and do not sign any of our agreements. Please leave the website immediately. Any delay in exiting the site will be deemed as your full and unconditional understanding and acceptance of these T&Cs.

1. IMPORTANT NOTICES

This Agreement contains the terms and conditions on which ZED Tech provides personalised subscription services and associated devices to you, our customer.

1.1 Certain clauses are highlighted in this style to draw your attention, as they may:

- Limit the liability of ZED Tech or a third party;
- Create risk or liability for you;
- Compel you to indemnify ZED Tech or a third party;
- Serve as your acknowledgment of certain facts.

1.2 This Agreement supersedes any previous agreements between you and ZED Tech relating to the same subject matter.

1.3 Offers are valid while stocks last. ZED Tech reserves the right to alter or withdraw advertised deals without notice. Device options are dependent on the selected offer. For more details, speak to a ZED Tech agent or visit www.zedtech.co.za. E&OE (Errors and Omissions Excepted).

1.4 Prices displayed on product pages are final. Any prices shown in promotional or marketing material are subject to change without prior notice due to exchange rate fluctuations or unforeseen economic circumstances.

2. DEFINITIONS

2.1 These definitions are provided for clarity and are aligned with applicable laws such as the Consumer Protection Act (2008), among others.

2.2 In interpreting this Agreement:

“ZED Tech Subscription Service”, “our services”, or “the service” refers to ZED Tech’s personalised access to and use of devices, accessories, appliances, and electronics, including all related features and functionalities.

Words indicating one gender include all genders, and singular terms include the plural.

“Days” refers to calendar days unless qualified as “business days”, which excludes Saturdays, Sundays, and South African public holidays.

Where days are prescribed, the first day is excluded, and the last is included—unless it is not a business day, in which case the next business day applies.

“But not limited to” indicates that listed items are not exhaustive.

“Device” includes any electronic item, appliance, cellphone, camera, laptop, or other product available on ZED Tech’s platforms.

“Notice” includes any digital or written communication from ZED Tech or affiliated third parties regarding your order, payment status, or other official updates.

“Website” includes www.zedtech.co.za, social media platforms, or any other platform ZED Tech uses for access or onboarding.

“Operation of Law” refers to dates or timeframes set by legislation that affect the Agreement.

“Monthly Subscription” refers to a 30 or 31-day period starting from the first payment date, adjusted for February or leap years.

“Marketing goal(s)” includes using decommissioned devices to promote services or retire devices at the end of their life cycle.

3. USE OF THIRD PARTIES, PRIVACY, AND DATA

3.1 You consent to ZED Tech collecting, processing, and storing your personal data as outlined in our Privacy and POPIA Policy, which you accept by using our services.

3.2 We may engage third parties to assist in providing and fulfilling your subscription.

3.3 Your personal information may be passed through third party platforms within our ecosystem, strictly for the purpose of providing our services to you.

3.4 As a ZED Tech customer, you consent to receiving direct marketing communications from us about our services unless you opt out.

4. ORDERS FOR SUBSCRIPTION SERVICES

4.1. You may place a subscription order online and in stores only. Your order constitutes an offer to subscribe to ZED Tech's services.

4.2. Our subscription services are available to any natural or juristic person residing within the Republic of South Africa, subject to legal eligibility.

4.3. Services are only available to individuals who are 18 years or older and legally capable of entering into binding agreements.

4.4. "Services" refer to the benefits provided by the ZED Tech Devices, ZED Tech Protection, and delivery services.

4.5. Devices may be brand-new or previously used. Mobile devices may be opened and pre-configured with software or security applications.

4.6. You confirm that you are legally capable of entering into an agreement with ZED Tech and are not restricted by any court order or legal authority.

4.8. ZED Tech reserves the right to decline or cancel any subscription order, except where prohibited by law.

4.8.1. ZED Tech may allocate new payments toward outstanding subscriptions.

4.8.2. ZED Tech may cancel or reject subscriptions due to internal compliance with our Verification and Payment Policies.

5. SUBSCRIPTION TERM

5.1. Your subscription begins on the order date and will continue unless terminated by law or by either party, as described in Section 14.

5.2. Your subscription is governed by the term and billing schedule selected at the time of your order. The following conditions apply to all subscription durations and payment cycles:

5.2.1. The monthly subscription fee is due on your initial order date and will remain the billing date for your subscription unless formally amended.

5.2.2. Subscription terms may be 3, 6, 12, 18, or 24 months. The term will conclude once all scheduled payments have been made or as otherwise agreed in writing.

5.2.3. ZED Tech reserves the right to revise the range and availability of subscription terms at its sole discretion and may update these options from time to time.

5.3. Notwithstanding the above, ZED Tech reserves the right to request full payment of the first month's subscription fee upon placing the order.

5.3.1. A minimum subscription term may apply and will be stated in the applicable promotion or advertisement.

5.4. Your subscription fee will not increase during the fixed term.

5.5. ZED Tech reserves the right to change or withdraw subscription products. In such cases, Section 17 will apply.

5.6. If you do not communicate your intention regarding the next step at the end of your subscription term, ZED Tech will continue to charge your subscription on a month-to-month basis under an evergreen agreement. This will remain in effect until you notify us of one of the following options:

5.6.1. Upgrade or downgrade your subscription (See Section 12 for details on eligibility and process.)

5.6.2. Cancellation of your subscription (See Section 17 for procedures and implications.)

5.6.3. Buyout of the subscribed device – (See Section 7.4 for buyout terms.)

6. VERIFICATION REQUIREMENTS

6.1. Access to the service is contingent upon successful verification of your identity and income.

6.2. You must provide a valid South African ID card/book, passport, or driver's licence.

6.2.1. Verification is required after payment.

6.2.2. This includes uploading clear images of your ID and taking a selfie.

6.2.3. All images must be clear and legible.

6.3. Failure to provide verification will suspend your subscription and delay service.

6.4. If your billing or delivery address differs from the one on your documents, you must provide acceptable proof of address.

6.5. You confirm that you are over 18 years of age and legally able to enter contracts.

7. OWNERSHIP

7.1. ZED Tech retains full legal ownership of all subscription devices during the term of your subscription.

7.2. You may not sell, transfer, or otherwise dispose of the device to any other party.

7.2.1. At the end of your subscription, the device must be returned to ZED Tech for decommissioning.

7.2.2. If collection is not economically viable or if the device can be decommissioned remotely, ZED Tech may cede or alienate rights to the device.

7.2.3. Devices removed from service may be sold, reused for marketing purposes, or repurposed.

7.2.4. Decommissioned devices are no longer associated with the ZED Tech subscription service.

7.3. ZED Tech may assign, cede, or transfer its rights and obligations under this agreement without prior notice.

7.4. It is your responsibility to contact ZED Tech on or before the end of your subscription term should you wish to apply for a buyout of the subscribed device.

7.4.1. If no communication is received regarding your intention to buy out the device, your subscription will automatically continue on a month-to-month (evergreen) basis, and the standard subscription fee will remain payable until such communication is received.

7.4.2. If you notify ZED Tech of your intention to buy out the device after the expiry of your initial subscription term, any subscription fees paid during the month-to-month period will not be credited toward the buyout amount. ZED Tech operates as a subscription service, not an instalment sale provider, and is therefore not legally permitted to offer the product on a financed or deferred ownership basis.

7.4.3. You will remain liable for the full buyout amount, even if your subscription has transitioned into a month-to-month agreement and you have continued making payments. Monthly subscription payments made under the evergreen term do not reduce or offset the outstanding buyout fee.

7.5. If a buyout price is stipulated, you may take ownership of the product upon full payment of the buyout price after the subscription term ends.

7.5.1. Upon payment of the buyout price, ZED Tech will issue a letter of ownership to you.

8. PAYMENT

8.1. You agree to pay the subscription fee for the package you selected.

8.2. Your monthly payment must be made on the same day each month as your initial payment, subject to changes as outlined in Section 11.

8.2.1. You can find current pricing on our website at www.zedtech.co.za or by contacting our agents (see Section 22).

8.3. You must provide complete and accurate payment information.

8.4. Payments must be made via credit card, debit card, EFT or direct deposit.

8.5. Subscription payments are recurring and will continue automatically unless terminated in accordance with Sections 14 or 17.

8.6. You are not entitled to withhold or offset any payment due to any claim against ZED Tech.

8.6.1. This includes, but is not limited to, claims relating to delivery delays or device issues covered under Section 19.

9. LATE PAYMENT

9.1. If a payment is late, a late payment fee of R120 (or the maximum permitted by law) may be charged.

9.2. ZED Tech reserves the right to apply either the flat late payment fee or a pro-rata fee, at our discretion.

9.3. Late payment or pro-rata fees are payable immediately or on the arrangement date, in accordance with Section 11.

10. NON-PAYMENT

10.1. If payment is not received on the due date or agreed arrangement date, ZED Tech may suspend the subscription, including but not limited to locking the device.

10.2. If no communication is received, we may hand your account over to a third-party collection agency to recover outstanding payments or the device.

10.3. We may block access to the device, network, or any related services.

10.4. If your subscription is suspended due to non-payment, ZED Tech may implement measures to restrict access to your device or related services. The following provisions apply upon resolution of the outstanding payment:

10.4.1. Once full payment is received, ZED Tech will reactivate your device or service within 24 hours.

10.4.2. ZED Tech will not be held liable for any data loss, service interruption, or other damage incurred as a result of the suspension, blocking, or subsequent reactivation of your device or service.

10.5. If an arrangement fails after service suspension, collection proceedings will be initiated per Section 15.

10.6. You may be listed as a default payer for the full value of the subscribed item:

10.6.1. You will be listed if no payment is received within one (1) day of the due date.

10.6.2. After 28 days without payment, you may be blacklisted.

10.7. If we cannot recover the outstanding payment or device, we will escalate the matter to a third-party collection agency.

10.8. ZED Tech reserves the right to withhold funds in cases where the device is not returned, or payments are not made.

11. AMENDING SUBSCRIPTIONS

11.1. You may request to change your subscription package by contacting our customer services team (see Section 22), subject to Section 14.

11.2. You agree to pay any difference in subscription fees resulting from an upgrade.

11.3. ZED Tech reserves the right to amend subscriptions based on stock availability or other business considerations.

11.4. ZED Tech may offer a discount to compensate for changes initiated on our side.

12. RENEWAL OF SUBSCRIPTION

12.1. Your subscription will automatically renew unless cancelled (see Section 17) or terminated (see Section 14).

12.2. Payments will continue via your credit/debit card or EFT, as previously agreed.

12.3. You may continue using the device until the end of your subscription term or until amended under Section 11.

12.4. Subscription upgrades or downgrades are allowed, subject to:

12.4.1. Completion of the original term and payment of all outstanding fees; or

12.4.2. ZED Tech's discretion in approving a customer appeal for changes mid-term.

12.5. It is your responsibility to notify ZED Tech on or before the end of your subscription term should you wish to upgrade your device. If no such communication is received, your subscription will automatically convert into an evergreen agreement and continue on a month-to-month basis until ZED Tech receives formal notice of your intention to upgrade.

13. SUSPENSION FOR NON-PAYMENT

13.1. ZED Tech may suspend or block your service with notice (where practical), in the following cases:

13.1.1. You breach this agreement or any other subscription agreement with us;

13.1.2. We are instructed to do so by a regulatory authority;

13.1.3. Any other condition outlined in this agreement applies.

13.2. If your device is lost or stolen, you must report it to ZED Tech so we can block the device.

13.3. "Block" means disabling the device through electronic or other means.

13.4. Sections 13.2 and 16 apply in cases of theft or loss.

13.5. ZED Tech may charge reasonable fees for suspending, disconnecting, or reconnecting services.

13.6. If your subscription is terminated and we alienate or sell the device, ZED Tech will remove any suspension software from the device.

13.7. If you cancel your subscription under Section 14, ZED Tech may block the device on the termination date, and you waive any claims against us for doing so.

14. TERMINATION OF SUBSCRIPTION

14.1. ZED Tech may terminate your subscription if you breach this agreement and fail to remedy the breach within three (3) business days of being notified.

14.2. If terminated, you are liable for:

14.2.1. All outstanding fees;

14.2.2. A reasonable early cancellation charge, as determined by ZED Tech.

14.3. You must reimburse ZED Tech for any costs incurred due to your breach, including:

14.3.1. Tracing and recovery of the device;

14.3.2. Legal costs on an attorney-client scale;

14.3.3. Collection commissions;

14.3.4. Transport, repair, or storage costs; or

14.3.5. Replacement value of the device;

14.3.6. Any other damages or contractual penalties.

14.4. Section 14.3 also applies reciprocally where appropriate.

14.5. Upon cancellation, ZED Tech will remove any suspension software from your device (if applicable).

14.6. ZED Tech may choose to charge either the replacement cost or associated handling costs, at its discretion.

14.7. Any attempt to tamper with or disable ZED Tech's security software will result in immediate termination of your subscription. You will be liable for the device's replacement cost and may face legal action.

15. COLLECTION PROCEDURE

15.1. In the event of a material breach, missed payment, or other misconduct, ZED Tech reserves the right to repossess any devices, accessories, or services provided.

15.2. We may appoint third-party service providers to assist in recovering devices or enforcing contractual performance.

15.3. At our discretion, we may delay initiating collection to give you an opportunity to remedy the breach.

15.4. The collection process will follow the provisions of Sections 9, 10, 14, and 17, unless immediate recovery is required due to damage, risk, or loss to ZED Tech.

15.5. Before returning a device for collection, the customer must remove:

15.5.1. All passwords;

15.5.2 All accounts; and

15.5.3 Any form of reset protection.

15.6. If the device is returned locked, ZED Tech reserves the right to charge a fee for password or account removal.

16. LOSS OR DAMAGE OF DEVICE

16.1. You must notify ZED Tech within seven (7) business days of any loss or damage to a device.

16.2. You remain liable for subscription fees and associated charges, regardless of loss or damage, as per Section 19.

16.3. Loss or damage does not entitle you to suspend or withhold payments—even if the incident was accidental or caused by negligence.

17. REFUNDS AND CANCELLATION

17.1. You may cancel your subscription within five (5) business days of purchase, without cause, by contacting our customer service team (see Section 22).

17.2. Cancellations are effective from the next billing date. Refunds will be initiated thereafter.

17.3. Refunds will be made to the same card or account used for payment.

17.4. Refunds may take 5 - 7 working days to reflect in your bank account.

17.5. You indemnify ZED Tech from any liability for delays in refund processing times.

17.6. Your rights under the Consumer Protection Act and the Electronic Communications and Transactions Act remain unaffected.

17.7. Outside of the five-day window, refunds will only be processed if:

17.7.1 ZED Tech is unable to fulfil your subscription (you may receive a pro-rated refund); or

17.7.2 Exceptional circumstances apply, to be evaluated case-by-case at ZED Tech's discretion.

17.8. Contact our support team for refund requests (see Section 22).

17.9. If your subscription ends, is paused, or cancelled, your access to the device and all related services will be blocked.

17.10. ZED Tech may cancel your subscription at any time, with immediate effect, for non-payment or breach of these terms.

17.11. We will make reasonable efforts to contact you before cancellation or initiating the collection process (see Section 15).

18. LIABILITY

18.1. You agree to indemnify ZED Tech and its affiliates against any loss, claim, harm, or damage resulting from your breach of this Agreement or misuse of the device or services, except where caused by gross negligence or willful misconduct by ZED Tech or its agents.

18.2. ZED Tech is not liable for any failure to perform due to causes beyond our control, including but not limited to:

Technical issues;

Government regulations;

Licence termination;

Force majeure;

Labour disputes; or

Any unforeseen circumstances beyond our control.

19. ZED Tech Protection

General

19.1. ZED Tech Protection is a value-added service that helps keep your product in working condition by offering discounted repairs or replacements, subject to a successful application and ZED Tech's discretion.

19.2. You must take reasonable care of the product and avoid damage, negligence, or misuse. Failure to do so may result in the forfeiture of ZED Tech Protection benefits and full liability for replacement costs.

19.3. You may not insure ZED Tech -owned products independently, as you do not have insurable interest until the buyout is complete.

19.4. To qualify for ZED Tech Protection, you must:

19.4.1. Use surge protection;

19.4.2. Avoid unauthorised or negligent use;

19.4.3. Promptly report damage, theft, or loss to info@zedtech.co.za;

19.4.4. Notify us of any address changes with supporting documents.

19.4.5 Failure to comply with the above may lead to the rejection of your application or forfeiture of protection. International travel with ZED Tech products is at your own risk and disqualifies you from coverage.

Scope of Coverage

19.5. ZED Tech Protection applies to all products owned by ZED Tech under an active subscription. You may not alter, repair, or interfere with the physical or software components of the product. Attempting to disable tracking or security software will lead to immediate termination and repossession.

19.6. Only customers with active subscriptions may apply. You cannot apply for ZED Tech Protect on behalf of others.

19.6.1. An "active subscription" refers to ongoing payments under the original term or an evergreen agreement (month-to-month) after the initial term ends.

ZED Tech Protection Fee (ZPF)

19.7. In the event of damage, loss, or theft, you are liable for a non-refundable ZED Tech Protection Fee (ZPF).

19.7.1. The ZPF is mandatory and separate from your monthly subscription or buyout fee. It must be paid using the link provided by ZED Tech.

ZED Tech Protection Fee (ZPF) Categories and Rates

ZPF is calculated as the greater of either:

A flat rate of R250.00 per month for the duration of the customer's agreement, or 5 percent of the product's retail value, once-off, for the duration of the customer's agreement.

These categories include, but are not limited to:

19.8.1. Moderate-Value Electronics (\leq R10,000):

-Mobile devices, laptops, wearables, audio systems, drones, smart home and personal care products.

19.8.2. All Gaming Consoles:

-Includes handhelds

19.8.3. Appliances:

-TVs, fridges, microwaves, washers, dishwashers, power solutions, baby gear, and fitness equipment.

19.8.4. High-Value Electronics (> R10,000):

-Same categories as 19.8.1 but higher in value.

19.8.5. Miscellaneous:

-Accessories, cables, VR gear, and games.

19.9. Your ZPF is affected by factors such as payment history, timing of your claim, and past application behaviour.

19.10. Please refer to the ZPF table below for illustrative values.

The final charge may differ at ZED Tech's discretion.

19.11. Your application will not be processed until your ZPF and all required documentation are submitted.

19.12. ZED Tech may withhold or cancel your application if your ZPF or subscription is unpaid.

19.13. Failure to pay may result in the cancellation of your subscription with no refund.

Application Processing

19.14. You must complete all required steps, submit documentation timeously, and pay your ZPF in full.

19.15. Payment of the ZPF does not guarantee product replacement. ZED Tech reserves the right to approve or reject applications at its discretion.

19.16. Devices must be returned clean and with all passwords/accounts removed. Fees:

19.16.1 R150 if we must remove passwords/accounts;

19.16.2 R200 for uncleaned or unemptied products.

19.17. ZED Tech may deny dispatch of replacement products based on past performance, verification results, or risk analysis.

Approval

19.18. If approved:

19.18.1. You will receive a product of the same or similar type;

19.18.2. It may be a Certified Pre-Owned (CPO) unit;

19.18.3. Your subscription will continue as before unless otherwise agreed.

Rejection

19.19. You may be rejected for:

19.19.1. Submitting more than 2 applications in 12 months;

19.19.2. Poor payment history or missed payments;

19.19.3. Incomplete verification;

19.19.4. Failing to submit documentation;

19.19.5. Failing to report theft to SAPS;

19.19.6. Not obtaining an ITC number from your network provider;

19.19.7. Non-payment of ZPF.

19.20. If rejected, you remain liable for all outstanding subscription payments, payable monthly or in full. The only exception is rejection due to verification failure—where ZED Tech will cancel your subscription with no further liability.

20. YOUR UNDERTAKINGS

As a customer of ZED Tech, you agree to:

20.1. Follow all instructions issued by ZED Tech related to the use of your subscription, devices, or services.

20.2. Not commercially exploit the services in any way without prior written consent from ZED Tech. This includes offering telephony services or lending, selling, or leasing devices to third parties.

20.3. Provide ZED Tech with any information lawfully and reasonably requested to fulfil our obligations.

20.4. Engage respectfully and courteously with ZED Tech staff, affiliates, and agents at all times.

21. OUR RESPONSIBILITY TO YOU

21.1. ZED Tech will not be responsible for non-performance of its obligations if caused by events beyond our control (force majeure).

21.2. We will not be liable if you provide an incorrect delivery address or contact details.

21.3. Our liability is capped at the total subscription fees paid during your current term (up to 18 months).

21.4. We exclude all other liability unless caused by death or injury due to our negligence or that of our staff or agents.

22. CUSTOMER SERVICES

For support, questions, or complaints, please contact us:

Website Chat: www.zedtech.co.za

Hours: Monday to Friday 08:00–20:00 | Weekends 08:00–18:00

Email: info@zedtech.co.za

23. VARIATION OF TERMS

ZED Tech reserves the right to amend these Terms and Conditions at its sole discretion. Any updates will be published at our office or online at www.zedtech.co.za. We may also notify you in writing.

24. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and ZED Tech regarding the subscription. No other representation, warranty, or understanding not contained in this document will be binding unless formally amended.

25. SEVERABILITY

If any provision of this agreement is deemed unenforceable, it will be severed, and the remaining terms will remain in full force and effect.