



Digital Goods Warranty and Refunds Policy

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1. Our goods and services

We supply digital goods.

2. Read instructions

Please carefully read and follow all instructions that come with our goods. For example, any documents that help you use our goods. Please also read our website at learn.fuelonline.mu for tips on using our goods.

3. Cooling-off period

Section 44 of the ECT Act may apply to your electronic transactions. If you qualify as a consumer under the Electronic Communications and Transactions Act, you may be entitled to cancel some electronic transactions within seven days, without reason or penalty. Section 44 is only applicable if you are a **natural person** – in other words, a human being. You must also be the **end user** of the goods or service. The transaction must be an **electronic transaction** – a transaction concluded via (in whole or in part) the website, email, or SMS.

4. Our goods warranty

We warrant that all our goods are of good quality unless we clearly describe them as having specific defects.

5. 'Return' of goods in terms of cooling-off period

You must delete any digital goods you have downloaded from our website and confirm that you have done so on request by us in the manner provided for below. Certain goods by reason of their nature cannot be returned during the cooling-off period, such as eBooks, eMagazines, or electronic vouchers. If you have any problems with these types of digital goods, please contact us within seven days of the date on which you purchased the goods. We will do our best to resolve the problem.

6. Statutory goods warranty for six months

We warrant that any media on which digital goods are delivered will be free of any defects for six months of normal use, from the time we supplied the goods. This is the statutory warranty in terms of the Consumer Protection Act of 2008 (the CPA).

7. Defective goods

Defective goods are those that had a defect or were unsafe when we supplied them. A defect usually means that workmanship involved in the creation of the goods was below an acceptable standard. This includes software bugs that cause death or illness to a natural person or damage to property. You must prove that goods are defective.

8. Statutory compensation

We will remedy, or refund the price of, any defective goods during the six month statutory warranty on request. Refund claims must follow our refunds procedure below.

9. Invalidation of warranties and right to 'return' unsuitable goods

Our goods are created under strictly controlled conditions. For this reason, warranties on any of our goods will be invalid if any person who is not suitably qualified and has been authorised by us in writing (for copyright reasons) and has edited, tampered with, or altered the goods or used the goods contrary to our instructions. This also applies to goods found to be unsuitable. It may be fraud to make goods defective deliberately to claim a refund.

10. Statutory right to 'return' unsuitable goods

Our customer that is also a consumer under the CPA may delete and request a remedy or refund for goods within ten days of delivery if the goods are not suitable for a specific purpose that they communicated to us in writing prior to purchasing the goods.

11. 'Returns' of unsuitable goods

A consumer must claim a refund for unsuitable goods within ten days of delivery according to our refunds procedure below.

12. Refund of price of unsuitable goods

We will refund the full price of any unsuitable goods.

13. Procedure for refunds from other suppliers

Customers of other suppliers (such as major online retailers) must claim refunds for defective or unsuitable goods directly from that supplier. Customers must use the correct refunds procedure. Please contact the customer services department of the relevant supplier for details of their refunds procedures.

14. Our refunds procedure

You must use our refunds procedure for returning defective or unsuitable goods, or else we may refuse to accept them. Our refunds procedure is as follows:

- Download a refund claim form from our website at learn.fuelonline.muor or ask our customer services department (details below) to email the form to you.
- Fill in the form with your contact details, date and place of purchase, and all details of the digital goods that you want a refund for, including how and why you believe the goods are defective or unsuitable for your purpose.
- Email the refund claim form to customer services. Customer services should contact you with a refund claim number within 24 hours of receipt, otherwise you must contact them to get the number.
- Our customer services department may tell you that they do not believe you have a claim, for example because the warranty period of the goods has expired. In this case we may refuse to remedy or replace the goods, or refuse to pay a refund.
- We will notify you once we have received the refund claim form associated with your claim. At the same time, we will request that you warrant that you have deleted the digital goods associated with your claim, **[If applicable]** - and we will revoke your access to the digital goods through our digital rights management system].
- We will not be able to continue processing your claim until we have received your warranty. Please note that it is a breach of the terms associated with the digital goods not to delete them when asked to do so as part of the refunds procedure.
- **[If applicable]** - If we have revoked your access to the digital goods through our digital rights management system, we will notify you and inform you that we are continuing to process your claim. Please note that not all digital goods are controlled through our digital rights management system.]
- If you claim that our goods are defective, our technicians will examine the goods on the media on which the digital goods were delivered or the digital repository where the goods are stored if they were delivered digitally. They will report to us whether the goods were defective, were misused, or are of good quality.
- If you claim that our goods are unsuitable for your purpose, we will first investigate whether you communicated the purpose to us. If you did, we will then provide you with a written report indicating whether we believe the goods were unsuitable for your specific purpose or not.
- If the goods were 'returned' outside the seven day cooling-off period, or our technician reports that the goods were misused, were of good quality, were not provided to you for a specific purpose or were suitable for that purpose, then we will have the right not to remedy, or refund the goods.

- If you 'returned' the goods within the seven day cooling-off period and our technician reports that the goods were defective, were provided to you for your specific purpose and were unsuitable for that purpose, then we will either contact you and ask you whether you would like us to remedy, replace, or refund the price of the goods (if you are also a consumer under the CPA) or advise you how we have decided to compensate you (if you are not a consumer under the CPA).
- If you choose for us to remedy or replace the goods or we decide to do so ourselves, we will contact you as soon as reasonably possible to organise the necessary steps to remedy or replace the goods.
- If you choose for us to make a refund or we decide to do so ourselves, we will contact you and arrange payment of the refunded amount into a bank account of your choice within 30 days of cancellation

15. Dispute resolution

If we do not accept that we supplied defective or unsuitable goods, and our customer services department has not been able to help, any customer may still take the matter up with a suitable ombud or other dispute resolution body, or take legal action. The dispute resolution procedures under the CPA do not necessarily apply to all transactions with us. This policy does not exclude any other rights customers may have.

16. Our customer services department contact details

Our customers can contact our service department as follows:

- Telephone number: **087 251 52222**
- Email address: **learnsupport@fuelonline.co.za**
- Postal address: **4 Silverwood Close, Steenberg Business Park, Tokai , 7945 , Cape Town , South Africa**
- Street address: **4 Silverwood Close, Steenberg Business Park, Tokai , 7945 , Cape Town , South Africa**
- Office hours: **8am – 5pm Monday to Friday**

17. Customer queries and complaints

We aim for complete customer satisfaction. We respect our customers' rights and always try to comply with best practice and all relevant laws. If you are not satisfied with any of our goods, or have any questions, please contact our customer services department and have your invoice ready. We will try our best to solve your problem. We are proud of the reputation of our goods.