

# Terms & Conditions for Fundi Technology (Pty) Ltd t/a [www.topitup.io](http://www.topitup.io)

**Last Updated:** July 18, 2025

## 1. Overview

These Terms & Conditions ("Terms") govern the sale of prepaid digital vouchers (voucher codes) via [www.topitup.io](http://www.topitup.io). Fundi Technology (Pty) Ltd (trading as Topitup.io) is a South African company and the merchant of record for all transactions. By purchasing vouchers on this Site, you agree to comply with South African law, including the Consumer Protection Act, 2008 ("CPA"), the Electronic Communications and Transactions Act, 2002 ("ECT Act"), and these Terms. All vouchers are denominated in South African Rand (ZAR) and delivered electronically. No physical goods are shipped – after payment, you receive a unique code usable at the partner service provider.

## 2. Country of Domicile

Topitup.io is based in the Republic of South Africa. All sales are governed by South African law, and any delivery or usage of services must occur within South Africa. You acknowledge that by using this Website, you are a South African consumer (or are acting under South African law).

## 3. Goods/Services

We sell single-use digital vouchers (prepaid electronic codes) denominated in ZAR,

redeemable for goods or services offered by our partner platforms. These vouchers function as a payment method and are delivered by email or via your online account immediately after successful payment.

#### **4. User Account Management**

**4.1. Registration and Accuracy:** To access certain services on [www.topitup.io](http://www.topitup.io), you may be required to register an account and provide accurate, current, and complete information. Fundi Technology (Pty) Ltd bears no liability for any costs or issues arising from incorrect details provided by you. You are responsible for ensuring your account details remain updated.

**4.2. Account Security:** You are solely responsible for maintaining the confidentiality of your login credentials, including your password, and for all activities that occur under your account. You must use strong passwords and not share them. You agree to immediately notify Fundi Technology (Pty) Ltd in writing of any unauthorized use of your password or account, or any other suspected security breach.

**4.3. Account Suspension and Termination:** Fundi Technology (Pty) Ltd reserves the right to suspend or terminate your account at its exclusive discretion if it reasonably suspects corrupt, illegal, fraudulent, or abusive activity, or any violation of these Terms. We may investigate such activities without prior notice and keep the account suspended until the investigation is finalized. If your account is suspended, you may make representations, request reasons for the suspension, and provide proof of legitimate activity. Fundi Technology (Pty) Ltd will reactivate accounts only after being satisfied that no illegal activity is linked to them and reserves the right to verify accounts before reactivation.

#### **5. Intellectual Property Rights**

**5.1.** All content present on the [www.topitup.io](http://www.topitup.io) website, including but not limited to software, text, graphics, logos, designs, and trademarks, constitutes the proprietary intellectual property of Fundi Technology (Pty) Ltd or its licensors. This intellectual

property is protected under relevant South African Intellectual Property Acts, Regulations, and applicable International Treaties.

5.2. You are expressly prohibited from reproducing, publishing, modifying, copying, downloading, reverse-engineering, distributing, or otherwise dealing or interfering with the website's content or intellectual property without Fundi Technology (Pty) Ltd's explicit prior written consent.

5.3. Limited use for private, personal, or specified client-service purposes may be permitted. Any other uses are subject to formal written requests and approval from Fundi Technology (Pty) Ltd.

## **6. Acceptable Use Policy**

6.1. You agree not to use the [www.topitup.io](http://www.topitup.io) platform for any unlawful purpose or in any way that could damage, disable, overburden, or impair the website or interfere with any other party's use and enjoyment of the website. Prohibited activities include, but are not limited to:

6.1.2 Breaching any applicable laws, including the Consumer Protection Act, 2008.

6.1.3 Uploading material that is threatening, abusive, defamatory, obscene, indecent, or otherwise inappropriate.

6.1.4 Engaging in misleading or fraudulent marketing practices, or in a manner that may reasonably be regarded as deceptive.

6.1.5 Sending any communication or submitting any information that is false, misleading, or deceptive.

6.1.6 Infringing upon the rights of any third party.

6.1.7 Disassembling, decompiling, reverse-engineering, or creating derivative works based on the whole or any part of the platform.

6.1.8 Distributing spam, chain letters, or promoting pyramid schemes.

6.1.9 Distributing viruses or other harmful technology that may cause harm to Fundi Technology (Pty) Ltd, the platform, other users, or any other person.

6.1.10 Attempting to impose an unreasonable load on our infrastructure or interfering with the proper working of the platform.

6.1.11 Copying, modifying, or distributing our, or any other person's content without their consent.

6.1.12 Harvesting or otherwise collecting information about other users without their consent.

6.1.13 Bypassing any security measures on the platform.

6.2. Fundi Technology (Pty) Ltd reserves the right to monitor and review submissions and may delete, move, or edit submissions deemed abusive, defamatory, obscene, or in violation of copyright/trademark laws.

## **7. Disclaimers of Warranties**

7.1. Your use of the [www.topitup.io](http://www.topitup.io) website and its services is undertaken at your sole risk.

7.2. Fundi Technology (Pty) Ltd does not guarantee uninterrupted service, the absence of defects in content, or that the information provided on the website is absolutely accurate and error-free. The platform is provided "AS IS" and "IS AVAILABLE" without any express or implied warranties.

7.3. You acknowledge that information on this website may contain inaccuracies or errors, and Fundi Technology (Pty) Ltd explicitly excludes liability for such occurrences.

## **8. Limitations of Liability**

8.1. Fundi Technology (Pty) Ltd shall not be liable for any loss, injury, damage, cost, penalty, or claim, whether direct, indirect, incidental, special, consequential, or punitive, arising from the use or inability to use the website or its services. This applies regardless of whether Fundi Technology (Pty) Ltd has been advised of or has knowledge of the possibility of such loss, injury, damage, cost, penalty, or claim.

8.2. You hereby indemnify Fundi Technology (Pty) Ltd and hold it harmless against any and all liability, loss, damage, penalty, cost, or claim of whatsoever nature suffered by any third party in relation to your actions or omissions related to the website and your use thereof.

## 9. Governing Law and Jurisdiction

9.1. These Terms and your use of the [www.topitup.io](http://www.topitup.io) website shall be governed by and construed in accordance with the laws of the Republic of South Africa.

9.2. You irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the Republic of South Africa for all matters arising from these Terms or your use of the website.

## 10. Dispute Resolution

10.1. **Customer Service First:** For any inquiries, issues, or complaints regarding your purchases or the use of the platform, you are encouraged to first contact Fundi Technology (Pty) Ltd's customer support team at [funditechnologydev@gmail.com](mailto:funditechnologydev@gmail.com) or call 082 425 2345. We aim to respond to all inquiries promptly.

10.2. **Alternative Dispute Resolution (ADR):** If a dispute cannot be resolved through direct engagement with our customer service, Fundi Technology (Pty) Ltd encourages the use of Alternative Dispute Resolution (ADR) mechanisms. ADR offers a more efficient, confidential, and cost-effective means of resolving disputes compared to traditional litigation.

10.2.1 **Negotiation:** This involves direct discussions between the disputing parties to reach a mutually acceptable agreement.

10.2.3 **Mediation:** A neutral third-party mediator facilitates constructive dialogue between the parties, helping them to clarify misunderstandings and explore mutually acceptable solutions. The mediator does not impose a decision but assists the parties in reaching their own voluntary, legally binding settlement.

10.2.4 **Arbitration:** This is a more formal process where parties agree to submit their dispute to a neutral arbitrator (or panel) who hears evidence and legal arguments and then makes a binding and legally enforceable decision.

## 11. Electronic Transactions and Signatures

**11.1. Legal Recognition:** Electronic signatures are legally recognized in South African Law as provided for by the Electronic Communications and Transactions Act (ECT Act). An "electronic signature" means data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature.

**11.2. Types of Electronic Signatures:** Examples of electronic signatures include your typed name at the end of an email or a scanned image of your handwritten signature embedded into a document. An Advanced Electronic Signature (AES) is a digital certificate-based signature that utilizes mechanisms to ensure security and integrity and to confirm and verify the identity of the signatory.

**11.3. Consent:** The use of electronic signatures is valid only with your explicit consent. By using this Website and proceeding with any transaction, you provide your voluntary, specific, and informed consent for the use of electronic communications and signatures.

**11.4. Agreement of Sale:** An agreement of sale on [www.topitup.io](http://www.topitup.io) is concluded when you electronically submit a completed order (e.g., by clicking "Proceed with request") and Fundi Technology (Pty) Ltd subsequently electronically confirms receipt of your request.

## **12. Specific Considerations for Digital Voucher/Service Sales**

**12.1. Voucher Validity and Expiry:**

**12.1.2 Purchased Vouchers:** In accordance with Section 63 of the Consumer Protection Act (CPA), purchased vouchers generally expire after a period of 3 years from their date of issue.

**12.1.3 Promotional/Complimentary Vouchers:** Promotional or complimentary vouchers may have a shorter validity period, typically 6 months from the date of issue.

**12.1.4 Non-Expiring Vouchers:** If Fundi Technology (Pty) Ltd offers "Rand Vouchers" or similar products designed to retain their value indefinitely, this will be explicitly stated as a key feature of the product.

**12.1.5 Value Adjustment:** If the cost of the underlying service or product for which a voucher is redeemable has increased since the voucher's purchase, the voucher holder may be required to pay the difference upon redemption.

**12.1.6 Safety and Non-Replaceable:** Vouchers are valuable documents and should be

kept safely and securely. Fundi Technology (Pty) Ltd cannot be held liable if a voucher is lost, stolen, destroyed, or used without permission, as they are generally not replaceable. The person who holds the voucher will be regarded as its owner.

12.1.7 Single Use: Each voucher is typically redeemable only once and cannot be split for multiple transactions unless explicitly stated otherwise.

12.1.8 Merging Vouchers: If applicable, the policy for merging multiple vouchers, including any associated administration fees (e.g., R200), will be detailed, and the new voucher will carry the expiry date of the earliest merged voucher.

## 12.2. Non-Exchangeable/Non-Refundable Clause (with Statutory Exceptions):

12.2.1 While voucher purchases are generally considered final once the digital code is delivered and are non-exchangeable and non-refundable, this policy is subject to your statutory rights as a consumer under the CPA and ECT Act.

12.2.2 This means that if you are entitled to a refund or exchange under applicable South African law (e.g., for defective goods, during a cooling-off period, or if required by a customer's legal right under the CPA), Fundi Technology (Pty) Ltd will comply.

## 12.3. Reseller/Merchant Responsibility:

12.3.1 Fundi Technology (Pty) Ltd acts as a reseller of digital vouchers supplied by third-party content partners or participating retailers. The redemption and use of these vouchers are subject to the specific terms and conditions of the respective content partner or participating retailer.

12.3.2 Fundi Technology (Pty) Ltd does not warrant or accept any responsibility or liability for the products or services offered by these third parties or the content of their websites.

12.3.3 Any issues regarding the redemption of the voucher or the quality of the underlying service should be directed by you to the content partner or participating retailer directly.

By using Topitup.io and proceeding with any transaction, you confirm that you have read and agreed to all of the above policies. All policies are subject to change; the current versions are always available on our website.