

CAMPUS TECH EXCHANGE RETURNS AND REFUNDS POLICY

Last Updated: 21 May 2024

In this Policy, Campus Tech Marketplace (Pty) Ltd is referred to as "**Campus Tech Exchange**", "**we**", "**our**" or "**us**".

Clause 1 Overview

We are committed to creating a trusted and satisfying shopping environment for our student community. Our Returns and Refunds Policy is crafted to ensure fairness, clarity, and efficiency across all transactions.

1.1 Consumer Protection Act Compliance:

- Transactions on Campus Tech Exchange, particularly involving second-hand goods, generally fall under the exception of the South African Consumer Protection Act No. 68 of 2008 ("**the CPA**"), for reasons including:
 - **Nature of Goods:** All items sold are second-hand.
 - **Private Sales:** Sellers list personal items, not as part of regular business operations. These items are clearly marked as "*voetstoots*" in our Terms of Service.
 - **Full Disclosure:** Sellers must provide detailed, honest descriptions of the Goods, ensuring Buyers are fully aware of the Goods' condition.
 - **Good Faith Transactions:** Both Sellers and Buyers commit to ethical, honest transactions, aiming to prevent any form of misrepresentation.
 - **Inspection and Acceptance:** Buyers can inspect the Goods before completing the purchase. Acceptance of the Goods confirms agreement to the "*voetstoots*" condition.
- **Compliance by Dealers:** Where any approved businesses (Dealers) sell Goods on our marketplace, they must comply with the CPA. This includes adhering to Buyer protection mechanisms and offering remedies such as warranties, returns, and refunds where applicable. Dealers may publish their own returns and refunds policies on their Seller profiles.

1.2 Voetstoots ("As-is") Condition

- **When it applies:** The "*voetstoots*" clause applies to **private sales of second-hand goods**, indicating goods are sold "as is." Both Buyers and Sellers must understand their rights and responsibilities under this clause, ensuring goods are accurately described and inspected prior to sale.
- **Understanding "As Is":** By agreeing to our Terms of Service, you acknowledge that purchasing second-hand goods means accepting them in their current condition, or

"voetstoots." Sellers are obligated to accurately describe the Goods, noting any defects or conditions to ensure Buyers make informed decisions.

- **No Refunds on Second-Hand Goods:** Proceeding with a purchase after conducting an in-person physical inspection confirms your acceptance of the Goods "as is." Refunds for second-hand Goods will not be processed unless the reason for the refund qualifies under this Policy.

1.3 Acceptance and Refunds:

- **Acceptance of Goods:** If satisfied upon inspection, Buyers must confirm acceptance on the Platform, acknowledging the "as is" condition and waiving future claims.
- **Non-Acceptance and Refunds:** If goods are not as expected, Buyers can reject them through their transaction page for a refund. This voids the transaction.
- **Post-Delivery Satisfaction:** If dissatisfaction arises post-delivery, refunds are subject to the specifics of this Policy, especially concerning significant deviations from the Goods description or concealed defects not disclosed prior to sale.

Our goal is to ensure that every transaction on Campus Tech Exchange is clear, fair, and satisfactory for our community.

Clause 2 Eligibility for Returns:

2.1 Returns are only considered under the following conditions:

2.1.1 **Concealed Defects:** Defects not apparent during the initial inspection and which you became aware of **within 24 hours** of receipt.

Concealed defects include internal issues not visible during inspection, such as a malfunctioning battery in electronic devices. Buyers must report such defects within 24 hours of receipt to be eligible for a return.

2.1.2 **Misrepresentation:** Significant deviation in the condition or functionality of the Goods from what was described by the Seller.

Like advertising a laptop as "like new" when it has significant cosmetic damage or operational issues, qualifies for return.

2.1.3 **Non-Compliance with Description:** Goods significantly deviating from their Platform description.

Such as a textbook being a different edition than listed.

2.1.4 **Illegal or Prohibited Items:** Goods found to be illegal, stolen, counterfeit, or prohibited under applicable law.

Like firearms, drugs or copyrighted materials.

2.1.5 **Safety Hazards:** Goods posing an immediate safety hazard not disclosed at the point of sale.

Like a recalled appliance.

2.1.6 **Incorrect Goods:** The incorrect Goods were delivered to you after the physical inspection.

Such as having a different specification, size or other important characteristic.

2.1.7 **Damage during delivery:** The Goods were damaged during delivery to you.

If goods are damaged in transit, evidenced by packaging and item condition upon arrival.

Clause 3 Qualifying for a Refund

3.1 Buyers qualify for a refund under the following circumstances:

3.1.1 Goods are returned **by the Buyer to the Seller** based on the conditions listed in Clause 2 (Eligibility for Returns);

3.1.2 A transaction is voided due to non-acceptance of Goods **at the point of inspection**; or

3.1.3 The transaction fails due to Seller no-show.

Clause 4 When and how a Return needs to be initiated

4.1 Returns need to be submitted **by the Buyer to the Seller within 24 hours** of the Goods having been delivered to and accepted by the Buyer.

4.2 To submit a return request to the Seller, Buyers must contact Campus Tech Exchange **within 24 hours** of completing the transaction by submitting a ticket on the Platform or by emailing us at info@campustechexchange.co.za. Campus Tech Exchange may, at its sole discretion, choose to mediate the return process based on this Returns and Refunds Policy read with [our Terms of Service](#).

Please Note: Campus Tech Exchange will not facilitate any return or refund requests if they are submitted outside the designated 24-hour period following the delivery and acceptance of the Goods. If a request for a return or refund is submitted after this 24-hour window has expired, the Buyer is responsible for coordinating directly with the Seller to resolve any issues related to refunds and/or returns. Under these circumstances, Campus Tech Exchange will not mediate or process such requests. Buyers and Sellers are encouraged to communicate promptly and document their interactions to facilitate resolution in such cases.

4.3 All returns and/or refund requests submitted must include:

4.3.1 The reason for the return, including any evidence in support of such reason (e.g. photographs, videos, copies of communications, etc).

4.3.2 Acknowledgement that the reason for the return is not fraudulent or intended to deceive any of the parties to the transaction.

- 4.4 The Seller will then be notified that the Goods are to be returned by the Buyer and both the Buyer and Seller are then responsible for organising the logistics or delivery for the return at their own time and cost.
- 4.5 The Seller must then receive the originally sold item from the Buyer and confirm receipt by acknowledging receipt on their Seller profile.
- 4.6 The Buyer must declare on their Buyer profile that they have returned the Goods to the Seller by acknowledging the transfer of goods back to the Seller on their Buyer profile on the Platform or by email to info@campustechexchange.co.za.
- 4.7 Once both the Buyer and Seller have confirmed return of the Goods, subject to compliance with this Policy and our Terms of Service, the amount paid by the Buyer will be refunded less our applicable Transaction Fees.

Clause 5 The choices you have upon Returning the Goods

- 5.1 When submitting your returns request, you will only have the option of having the amount refunded to you after the returns process is complete.
- 5.2 Refunds may only be paid directly to the bank account used by the Buyer to make the initial purchase.

Clause 6 Returned Goods Conditions

- 6.1 When returning Goods, and to qualify for a refund, the Buyer must ensure the returned Goods are:
 - 6.1.1 Unaltered, undamaged and in the same condition as delivered by the Seller,
 - 6.1.2 In their original packaging as delivered by the Seller,
 - 6.1.3 Appropriately and safely packaged and wrapped for return by the Buyer to prevent damage.

Clause 7 Arranging Returns

The Buyer and Seller are responsible for mutually agreeing on return location, logistics and shipping. Costs are to be shared equally unless the return is due to the Seller's fault, in which case the Seller bears the cost.

Clause 8 What will happen once a Goods is returned

Once returned, and subject to an inspection of the Goods by the Seller, the Seller will need to acknowledge receipt of the Goods in their Seller profile. The Buyer will need to acknowledge that the Goods has been returned to the Seller **within 24 hours** of the original purchase. Once confirmation of the above has been received by both parties, the Seller will have an opportunity to inspect the returned Goods in accordance with Clause 9 below.

Clause 9 Goods Inspection

- 9.1 Once returned, and prior to accepting such return, the Seller has the right to inspect the returned Goods within **24 hours of the Seller marking the items sold as “delivered” or “completed”**.
- 9.2 Returns may be rejected if the returned Goods are in a condition not suitable for return, at the Seller’s reasonable discretion.
- 9.3 Should the Goods not be accepted by the Seller due to the item not being in the condition that it was when originally delivered to the Buyer, then the Buyer will not be entitled to a refund.

Clause 10 Processing Refunds

- 10.1 If payment of the purchase price:
 - 10.1.1 was released by us to the Seller, refunds must be handled and processed by Sellers within 10 Business Days after verifying return conditions, through the original payment method. With such return/refund being as between the Buyer and Seller; or
 - 10.1.2 has not yet been released by us to the Seller, refunds will be handled and processed by Campus Tech Exchange subject to our Terms of Service and Payment Terms of Use, through the original payment method.
- 10.2 Our Transaction Fees for our Services are non-refundable.

Clause 11 Disputes between Buyers and Sellers

- 11.1 Disputes and disagreements (a **“Dispute”**) over returned item conditions or eligibility (after payment has been made) must be resolved privately between the Buyer and Seller.
- 11.2 If a Dispute is declared, the Buyer and Seller will have **10 calendar days** to resolve the dispute between themselves. Campus Tech Exchange may, in its sole discretion, choose to mediate this resolution process and may appoint a suitable third party to do so on its behalf.
- 11.3 If the Buyer and Seller cannot resolve the dispute amicably within this 10-calendar day period, the **Buyer and Seller agree to resolve their dispute at the following forums** depending on the value of the dispute:

Dispute Forum	Value of claim	Process to be followed
Small Claims Court	R20 000 or less	https://www.justice.gov.za/scc/scc.htm
Arbitration facilitated by AFSA	more than R20 000	AFSA Expedited Rules accessible at: https://www.arbitration.co.za

- 11.4 The arbitration will be facilitated by the AFSA and shall be conducted by 1 arbitrator in compliance with the AFSA Expedited Rules, subject to the condition that the arbitrator shall apply the law as far as practicably possible, tempered by fairness, and as informally as the

arbitrator chooses, and with a view to limit costs in their sole discretion and without being bound at all by any pleadings the parties may have exchanged. The arbitrator shall be entitled to rely on their own knowledge and expertise.

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| 11.5 | The decision of the Small Claims Court or arbitrator (as applicable) is final and binding on both the Buyer and Seller, and may not be appealed. |
| 11.6 | We are not a party to the dispute and will not get involved in the proceedings (in either the Small Claims Court or arbitration) unless required to do so by the Commissioner (in the case of the Small Claims Court) or the arbitrator (in the case of an arbitration). |
| 11.7 | Each party to a dispute in the Small Claims Court must pay its own costs , unless the Commissioner makes an order on how the costs of the proceedings must be paid. |
| 11.8 | The costs of the arbitration must be paid equally by the Buyer and the Seller unless the arbitrator makes an award on how the costs of the arbitration must be paid. Some of these costs must be paid upfront. |
| 11.9 | We are not liable for any costs relating to the legal proceedings or arbitration. |
| 11.10 | Campus Tech Exchange, including its directors, employees, agents, shareholders, and representatives, shall not bear any liability for losses, damages, or claims that result from any actions or omissions in the process of handling refund requests . This exemption applies to all potential legal bases, whether arising in contract, delict, negligence, statute or otherwise. |

Clause 12 Contact Us

For any questions regarding the Returns and Refunds Policy, or to initiate a return or refund, please submit a returns/refund ticket on the Platform or contact our support team at info@campustechexchange.co.za.

Clause 13 Changes to this Policy

We may from time to time amend the terms of this Policy and upload an updated version of this Policy to our Platform. Please check our website for the most recent version.