

TERMS & CONDITIONS & PRIVACY & REFUND POLICY TEMPLATE:**Terms & Conditions**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the [UPDATE WEBSITE ADDRESS HERE] website operated by WAPPoint ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your telephone number, email address and personal information.

Liability

You acknowledge and agree that WAPPoint shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through the web site or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these Terms, please contact us.

Refund Policy

Thanks for purchasing our products (or subscribing to our services) at [UPDATE TRADING NAME] operated by WAPPoint.

We offer a full money-back guarantee for all purchases made on our website. If you are not satisfied with the product that you have purchased from us, you can get your money back no questions asked. You are eligible for a full reimbursement within 14 calendar days of your purchase.

After the 14-day period, you will no longer be eligible and won't be able to receive a refund. We encourage our customers to try the product (or service) in the first two weeks after their purchase to ensure it fits your needs.

If you have any additional questions or would like to request a refund, feel free to contact us.

Privacy Policy

We respect your privacy and will take reasonable measures to protect it, as stipulated below.

Should you decide to register as a client, we may require you to provide us with personal information which includes but is not limited to –

- your name and surname;
- your email address;
- your company and personal FICA documents;
- your physical address;
- your gender;
- your mobile number; and
- your date of birth.

Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

This Website may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behavior and compile aggregate data that will allow the website operator to improve the functionality of the website and its content. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do accept a “cookie”, you thereby consent to our use of any personal information collected by us using that cookie subject to the provisions of below.

You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which we will use your personal information are as follows:

- in relation to the sale and delivery of Goods;

- to contact you regarding current or new goods or services;

- to inform you of new features, special offers and promotional competitions (provided you have consented to receiving such marketing material); and

- to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits, and to transact with us.

[UPDATE TRADING NAME] will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –

required in order to comply with applicable law, order of court or legal process served on WAPPOINT;
and/or

disclosure is necessary to protect and defend the rights or property of WAPPOINT.

We will be entitled to disclose your personal information to those of our employees and/or third party service providers who assist us to interact with you via our Website or email, for the sale of Goods and Services or when delivering Goods or Services to you, and thus need to know your personal information in order to assist us to communicate with you effectively and efficiently. We will ensure that all such employees and/or third party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.

We will –

treat your personal information as strictly confidential;

take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;

promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

[UPDATE TRADING NAME] undertakes never to sell or make your personal information available to any third party unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, WAPPOINT reserves the right to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than WAPPOINT, WAPPOINT SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.