

ELECTRONIC COMMUNICATIONS AND TRANSACTIONS NOTICE

Last updated 12 September 2026

Published under: ECTA s 43(1)
Applies to: rvzgroup.co.za, shop.rvzgroup.co.za and all RVZ electronic dealings
Terms reference: clauses 6, 12 and 24

Section 43(1) of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") requires a supplier offering goods or services for sale, hire or exchange by way of an electronic transaction to make certain information available to consumers on the website where the goods or services are offered. This notice provides that information for RVZ International Group (Pty) Ltd ("RVZ"), and explains how RVZ treats electronic communications, signatures, automated transactions and the ECTA cooling-off right. Where a term is also required by the Consumer Protection Act 68 of 2008 ("CPA"), both Acts are cited.

1. Section 43(1) information

(a) Full name and legal status

RVZ International Group (Pty) Ltd, a private company incorporated under the Companies Act 71 of 2008

(b) Physical address and telephone number

Haberfeld Street, Klisser Ville, Kimberley, Northern Cape 8301, South Africa
Telephone: +27 68 923 7538

(c) Website address and email

rvzgroup.co.za (main site); shop.rvzgroup.co.za (online shop)
Email: info@rvzgroup.co.za

(d) Membership of self-regulatory or accreditation bodies

Participant in the Consumer Goods and Services Ombud scheme, as the Consumer Goods and Services Industry Code binds suppliers in that industry; advertising subject to the Advertising Regulatory Board Code. Other memberships, where held, are disclosed on the relevant division's page and available on request.

(e) Codes of conduct

The Consumer Goods and Services Industry Code of Conduct (GN 1004 of 2015) issued under CPA s 82; the ARB Code of Advertising Practice; and, for placement services, the Employment Services Act 4 of 2014 and its Regulations. Copies are available from the bodies concerned or on request from us.

(f) Registration number, registering office and place of registration

Registration number 2023/905207/07, registered with the Companies and Intellectual Property Commission (CIPC), Pretoria, South Africa

(g) Physical address for receipt of legal service

Haberfeld Street, Klisser Ville, Kimberley, Northern Cape 8301, South Africa (domicilium citandi et executandi; see Terms clause 24)

(h) Sufficient description of the goods and services

Each division's page describes its services; each shop product page describes the product, its material composition, sizing and production method. See Divisions, Pricing and the RVZ Shop.

(i) Full price, including transport, taxes and other fees

Prices are shown in South African Rand (ZAR). RVZ is not currently registered for VAT; displayed prices are therefore not subject to VAT. Should RVZ register, prices will be shown VAT-inclusive as CPA s 23 requires. Delivery charges and any other fee are shown at checkout before you confirm the order (CPA s 23; ECTA s 43(1)(i)).

(j) Manner of payment

Card, instant EFT and other methods offered through our payment service provider (Paystack) at checkout; electronic funds transfer against an invoice for services. Payment terms for services are set out in the quotation (Terms clause 5).

(k) Terms of agreement, including guarantees

Terms and Conditions (including the statutory warranty of quality under CPA ss 55–56), Returns and Refunds Policy, Shipping and Delivery Policy, Booking Terms and Consumer Protection Policy. All may be stored and reproduced by you.

(l) Time within which goods will be dispatched or delivered or services rendered

Shown on each product page (production time plus shipping time) and in the order confirmation; for services, in the quotation or booking confirmation.

(m) Manner and period within which consumers can access and maintain a full record of the transaction

An order confirmation and tax invoice are emailed to you at the time of the transaction and remain available in your account or on request for at least five years (see section 10).

(n) Return, exchange and refund policy

Returns and Refunds Policy

(o) Alternative dispute-resolution code

Complaints are handled under our Consumer Protection Policy; unresolved consumer disputes may be referred to the Consumer Goods and Services Ombud (see section 11).

(p) Security procedures and privacy policy in respect of payment, payment information and personal information

Section 4 below; Privacy Policy; Cookie Policy.

(q) Minimum duration of the agreement (recurring supplies)

Where a service is supplied on a recurring or subscription basis, the minimum term, renewal and cancellation terms are stated in the quotation or sign-up page and comply with CPA s 14 (fixed-term agreements) where it applies.

(r) Rights of consumers under section 44 (cooling-off)

Section 5 below.

2. How an online contract is formed with RVZ

2.1 A product listing or price on our sites is an invitation to do business, not an offer. Your order is an offer to buy. A contract is concluded when RVZ sends an express acceptance or dispatch confirmation, or otherwise performs in a manner clearly accepting the order; an automated receipt acknowledgement alone is not

acceptance unless it says so (Terms clause 6.2; ECTA section 22).

2.2 Under ECTA section 24, an expression of intent between the parties is not without legal force merely because it is in the form of a data message or not evidenced by an electronic signature. Under section 20, a contract may be formed where an electronic agent (our automated ordering system) performs an action required by law for agreement formation, and you are bound by the terms presented if you had an opportunity to review them before ordering (section 20(c) and (d)).

2.3 If goods or services are unavailable after you order, we notify you promptly and refund any payment as ECTA section 46 and the CPA require; we will not substitute materially different goods without your consent (Terms clause 6.4).

3. Reviewing and correcting an order; electronic-agent errors

3.1 Before you finally submit an order, our checkout shows a summary of the items, quantities, price, delivery charge and total and lets you review and correct errors (ECTA section 43(2); Terms clause 6.3).

3.2 ECTA section 43(3) and section 20(e): if RVZ failed to provide such an opportunity, you may cancel the transaction within 14 days of receiving the goods or services, in which case you must return the goods and RVZ refunds all payments within 30 days, less the direct cost of return. Under section 20(e), no agreement is formed where you made a material error in interacting with our electronic agent, the agent gave no opportunity to prevent or correct it, you notified us of the error as soon as practicable, you took reasonable steps to return any performance received, and you have not used or received any material benefit from it.

4. Payment security

4.1 ECTA section 43(5) requires a supplier to use a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction. Online payments on our sites are processed by Paystack, a PCI DSS Level 1 certified payment service provider, over TLS-encrypted connections, with 3-D Secure authentication where your issuer supports it. Card details are entered directly into the provider's hosted or tokenised fields; RVZ never receives or stores your full card number, CVV or PIN.

4.2 Under section 43(6), RVZ is liable for any damage suffered by a consumer due to a payment system that is not sufficiently secure. If you notice an unauthorised transaction, contact us and your bank immediately.

4.3 Invoices for services state the RVZ bank account for EFT. To prevent payment-redirection fraud, we never change banking details by email alone; if you receive an email purporting to change our bank account, telephone us on the number in section 1 before paying.

5. Cooling-off right (ECTA s 44) and CPA rights

5.1 Under ECTA section 44, a consumer who concludes an electronic transaction with RVZ may cancel it without reason and without penalty within seven days after the date of receipt of goods, or within seven days after the date of conclusion of the agreement for services. The only charge that may be levied is the direct cost of returning the goods. Any payment already made is refunded within 30 days of the date of cancellation.

5.2 Section 44 does not apply to the transactions listed in ECTA section 42(2), which include: services whose performance began with your consent before the end of the seven-day period; goods made to your specifications or clearly personalised (for example custom-printed shop items and bespoke creative work); goods that by reason of their nature cannot be returned or that deteriorate rapidly; audio or video recordings and computer software that you have unsealed; newspapers and periodicals; the provision of accommodation, transport, catering or leisure services where RVZ undertakes to provide them on a specific date or within a specific period (which covers most event, wedding and travel bookings); and goods or services with a price dependent on financial-market fluctuations.

5.3 Where section 44 does not apply, the CPA may still give you a right to cancel or return: the five-business-day cooling-off right after direct marketing (CPA section 16), the right to cancel an advance booking on reasonable notice subject to a reasonable cancellation charge (section 17), the right to return goods that are unsuitable for a disclosed purpose within 10 business days (section 20(2)(d)), and the six-month

implied warranty of quality (section 56). Our Returns and Refunds Policy and Booking Terms explain how these apply in practice.

5.4 To exercise the section 44 right, email support@rvzgroup.co.za with your order number within the seven-day period; we will confirm the return address and refund timing.

6. Performance within 30 days (ECTA s 46)

Unless we have agreed otherwise with you, RVZ must execute an order within 30 days after the day it was received. If we cannot, we will notify you and you may cancel the agreement with seven days' written notice, in which case any payment is refunded within 30 days. If we cannot perform because the goods or services are unavailable, we will notify you immediately and refund any payment within 30 days.

7. Legal recognition of data messages and electronic signatures

7.1 RVZ recognises that information is not without legal force and effect merely because it is wholly or partly in the form of a data message (ECTA section 11); that a requirement in law that a document be in writing is met by a data message that is accessible in a manner usable for subsequent reference (section 12); and that a data message is admissible as evidence and given due evidential weight (section 15). Our order confirmations, quotations, invoices, portal records and emails are therefore binding records.

7.2 Electronic signatures. Where the parties require a signature and no specific type is agreed, an electronic signature is valid if a method is used to identify the person and indicate their approval, and the method was as reliable as was appropriate for the purpose (ECTA section 13(3)). RVZ accepts signatures applied through an electronic signing service, typed names on an emailed acceptance, click-to-accept confirmations in our portals, and scanned handwritten signatures. Where a law requires a signature (as distinct from the parties), only an advanced electronic signature issued under an accredited authentication product satisfies it (section 13(1)); RVZ will indicate when this applies.

7.3 Exclusions. Under ECTA section 4(3) and (4) and Schedule 1 and 2, an agreement for the alienation of immovable property, a long-term lease of land exceeding 20 years, the execution of a will, and a bill of exchange may not be concluded electronically or by data message; RVZ does not conclude such instruments online.

7.4 Copyright assignments. An assignment of copyright or exclusive licence must be in writing and signed by the assignor (Copyright Act 98 of 1978 section 22(3)); a data message with an electronic signature that complies with ECTA section 13 satisfies this requirement, and RVZ uses a signed instrument for every assignment (Terms clause 15.5).

8. Time and place of sending and receipt; legal notices

8.1 Under ECTA section 23, a data message is regarded as having been sent when it enters an information system outside the sender's control and as having been received when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed; it is regarded as sent from and received at the parties' usual places of business. An acknowledgement of receipt is not required for a data message to be effective (section 26).

8.2 Operational communications (order confirmations, booking updates, invoices, portal notifications) are validly sent to the email address, telephone number or portal account you supplied (Terms clause 12.5). A legal notice (for example a notice of breach, cancellation or dispute) must comply with Terms clause 24: it must be in writing and delivered to the physical or email address stated for that purpose, and is deemed received on the business day of delivery if delivered before 16:00 and otherwise on the next business day.

9. Unsolicited communications

RVZ complies with ECTA section 45, POPIA section 69 and CPA section 11 in its electronic marketing: unsolicited commercial communications are sent only to existing customers in respect of similar goods or services or to persons who have consented; every message identifies RVZ and provides a free and simple means to opt out; we do not send further messages after an opt-out; and we do not send communications to addresses obtained by harvesting or from purchased lists without a lawful basis. See our Privacy Policy.

10. Record retention and evidence

RVZ retains transaction records (orders, confirmations, invoices, payment references, correspondence and, for consumers, the CPA section 26 sales record) for at least five years as the Tax Administration Act 28 of 2011 (section 29), the Value-Added Tax Act 89 of 1991 (section 55), the Companies Act (section 24 and Regulation 25) and CPA Regulation 6 require, and in a form that satisfies ECTA section 16 (retention of data messages: accessible, in the format generated, sent or received, with origin, destination and time identifiable). You may request a copy of your transaction records at any time.

11. Complaints and enforcement

11.1 Complaints about an electronic transaction should first be sent to support@rvzgroup.co.za; we acknowledge within 2 business days and respond substantively within 10 business days (see our Consumer Protection Policy).

11.2 If unresolved, a consumer may refer the matter to the Consumer Goods and Services Ombud (0860 000 272, cgso.org.za), the National Consumer Commission (thencc.gov.za), the provincial consumer protection authority, or the National Consumer Tribunal; a person aggrieved by a contravention of ECTA Chapter VII may also complain to the Consumer Affairs Committee and pursue the remedies in ECTA section 49. Privacy complaints go to the Information Regulator. Nothing in this notice prevents you from approaching a court.

11.3 Under ECTA section 48, a provision in an agreement that excludes any right conferred by Chapter VII of ECTA is null and void, and under section 47 Chapter VII applies to electronic transactions with consumers irrespective of the legal system that would otherwise govern the agreement.

12. Legal references

- Electronic Communications and Transactions Act 25 of 2002 — ss 4 and Schedules 1–2 (sphere of application and exclusions), 11–19 (legal requirements for data messages: writing, signature, original, admissibility, retention, production, notarisation), 20–21 (automated transactions), 22–26 (formation, time and place, acknowledgement), 42–49 (Chapter VII consumer protection: scope, information to be provided, cooling-off, unsolicited communications, performance, applicability, non-exclusion, complaints), 45 (spam) and 86–89 (cyber crime).
- Consumer Protection Act 68 of 2008 — ss 11, 14, 16, 17, 20, 22–27 (disclosure, prices, sales records), 41, 48–51, 55–56 and 82 (industry codes); Consumer Goods and Services Industry Code of Conduct; CPA Regulations, 2011.
- Protection of Personal Information Act 4 of 2013 — ss 18, 19 and 69; Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 (call and message recording).
- Companies Act 71 of 2008 — ss 24 and 32 (company records; use of name and registration number on documents and websites); Companies Regulations reg 25.
- Tax Administration Act 28 of 2011 s 29 and Value-Added Tax Act 89 of 1991 ss 20 and 55 (tax invoices and record retention); Copyright Act 98 of 1978 s 22(3).
- Payment Card Industry Data Security Standard (PCI DSS) and South African Reserve Bank National Payment System Department directives, as applied by our payment service provider.
- International — UNCITRAL Model Law on Electronic Commerce (1996) and Model Law on Electronic Signatures (2001), on which ECTA is based; UN Convention on the Use of Electronic Communications in International Contracts (2005).
- Master Terms and Conditions — clauses 5 (prices and payment), 6 (sales and e-commerce contract formation), 12 (website, accounts and electronic communications) and 24 (notices).

This notice is published to satisfy ECTA section 43 and reflects the law as at the date shown above. Company particulars are drawn from our registered details; if any particular appears incomplete please contact us and we will correct it. It is not legal advice.

