

ONLINE PAYMENT TERMS AND CONDITIONS

1. About us

- 1.1. The Central University of Technology, Free State (hereafter referred to as “**CUT**”) is a Higher Education Institution in the heartland of the Republic of South Africa, dedicated to quality education and training in Science, Engineering and Technology (SET). Over the past 35 years, CUT has developed into a leading university, able to take its place in the national as well as international higher education landscape.
- 1.2. CUT, as a Higher Education Institution, conducts institutional operations in Bloemfontein and Welkom and is duly established in terms of the provisions of the Higher Education Act, 101 of 1997.

2. Website Terms and Conditions and Applicability

- 2.1. These terms and conditions shall apply strictly to students of CUT or persons authorised by such students of CUT (the “**User**”) who intend to utilize this website and the online banking system located at the domain name <https://enroll.cut.ac.za> (the “**System**”) when effecting payments to CUT in respect of the fees stipulated in paragraph 3.2 below.
- 2.2. These terms and conditions are subject to the prevailing laws of the Republic of South Africa, as well as any applicable policies, charters or regulations of CUT.
- 2.3. By accessing and using the System, the User agrees to be bound by these terms and conditions as set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the System for marketing and other purposes without the written consent of CUT.

3. Use of The System

- 3.1. THESE TERMS AND CONDITIONS SHALL APPLY TO ANY AND ALL PAYMENT TRANSACTIONS MADE BY THE USER. THE USER INDEMNIFIES AND HOLDS CUT HARMLESS AGAINST ANY LOSS, INJURY OR DAMAGES WHICH MAY BE SUSTAINED AS A RESULT OF USING THE SYSTEM.
- 3.2. The System may only be used for the following transactions:
 - 3.2.1. Payment of online student application fees.
 - 3.2.2. Payment of student registration fees.
 - 3.2.3. Payments of tuition fees.

- 3.2.4. Payment of residence fees.
- 3.3. The User will be requested to provide their authorisation details prior to accessing the System in order to use the System to make any payment transactions as contemplated in paragraph 3.2 above.
- 3.4. Any authorisation information/details required for access to the System, as contemplated in paragraph 3.3 above, is private and confidential and must be treated as private and confidential by the User.
- 3.5. CUT CANNOT BE HELD RESPONSIBLE FOR SECURITY BREACHES OCCURRING ON THE USER'S ELECTRONIC DEVICE (PERSONAL COMPUTER OR OTHER ELECTRONIC DEVICE USED TO BROWSE THE SYSTEM), WHICH MAY RESULT DUE TO THE LACK OF ADEQUATE VIRUS PROTECTION SOFTWARE OR SPYWARE THAT THE USER MAY INADVERTENTLY HAVE INSTALLED ON HIS/HER DEVICE.
- 3.6. THE SYSTEM AND THE CONTENT ON THE SYSTEM, INCLUDING ANY CURRENT OR FUTURE OFFER OF SERVICES, IS PROVIDED ON AN "AS IS" BASIS, AND MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CUT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THIS SYSTEM, THE MATERIALS CONTAINED ON/IN THE SYSTEM OR AS TO THE AVAILABILITY, ACCURACY OR COMPLETENESS OF THE CONTENT OF/ON THE SYSTEM.
- 3.7. CUT and any other authorised third party will rely solely on the information provided by the User to process transactions.
- 3.8. CUT ACCEPTS THAT ANY AND ALL TRANSACTION MADE FROM THE USER'S ONLINE ACCOUNT IS AN AUTHORISED TRANSACTION AND SHALL PROCESS THE TRANSACTION ACCORDINGLY. IT REMAINS THE SOLE RESPONSIBILITY OF THE USER TO ENSURE THAT ONLY HE/SHE OR ANY PERSON AUTHORISED BY HIM/HER HAS ACCESS TO HIS/HER ONLINE ACCOUNT.
- 3.9. All transactions shall be processed within 3 (THREE) business days.
- 3.10. PAYMENTS MADE THROUGH THE USE OF THE SYSTEM CANNOT BE CANCELLED OR REVERSED ONCE THE USER HAS AUTHORISED THE SYSTEM TO PROCESS THE TRANSACTION, NOTWITHSTANDING THE TRANSACTION BEING A DUPLICATE TRANSACTION.
- 3.11. CUT SHALL NOT BE HELD LIABLE FOR ANY LOSSES AND/OR DAMAGES WHICH MAY BE SUFFERED BY THE USER DUE TO A DUPLICATED TRANSACTION ON THE SYSTEM.
- 3.12. CUT SHALL NOT BE HELD LIABLE FOR ANY LOSSES AND/OR DAMAGES SUFFERED BY

THE USER DUE TO THE INCORRECT INFORMATION BEING PROVIDED BY THE USER.

- 3.13. CUT SHALL NOT BE HELD LIABLE FOR ANY LOSSES AND/OR DAMAGES SUFFERED DUE TO ANY ERROR, DEFECT, COMPUTER VIRUS OR SYSTEM FAILURE.
- 3.14. Users shall receive a confirmation electronic mail within 12 (TWELVE) hours following each payment processed through the System.
- 3.15. CUT RESERVES THE RIGHT TO MODIFY, SUSPEND OR DISCONTINUE THE SYSTEM TEMPORARILY OR PERMANENTLY WITHOUT PRIOR NOTICE GIVEN TO THE USERS.
- 3.16. CUT SHALL NOT BE HELD LIABLE FOR ANY HYPERTEXT LINKS PROVIDED ON THE SYSTEM, SUCH HYPERTEXT LINKS ARE USED BY THE USER AT ITS SOLE DISCRETION AND RISK, AND CUT SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OR THE CONTENT ACCESSED THROUGH THE HYPERTEXT LINKS.
- 3.17. THE USE OF ANY HYPERTEXT LINKS DISPLAYED ON THE SYSTEM AS CONTEMPLATED IN PARAGRAPH 3.16 ABOVE SHALL SUBJECT THE USER TO THE PROVISIONS OF THE TERMS AND CONDITIONS OF THAT HYPERTEXT LINK.
- 3.18. The use of the System does not in any way entitle the User to any intellectual property rights in respect of any content displayed on the System.
- 3.19. CUT RESERVES THE RIGHT TO MONITOR ANY AND ALL DATA OBTAINED THROUGH THE USE OF THE SYSTEM.
- 3.20. CUT RESERVES THE RIGHT TO RESTRICT THE USER FROM ACCESS TO CERTAIN FUNCTIONS AND AREAS OF THE SYSTEM AND TO, FROM TIME TO TIME AND AT ITS SOLE DISCRETION, DETERMINE THE LEVEL OF RESTRICTION.

4. Restrictions Applicable to the Use of the System

- 4.1. Users are expressly restricted from all of the following:
 - 4.1.1. Using the System in any way that is, or may be, harmful to the System or to any person, whether natural or juristic, or impacts on user access to the System.
 - 4.1.2. Using the System in a manner which is in contravention of any applicable laws or regulations or to enable the contravention of any laws or regulations.
 - 4.1.3. Using the system to engage in any data mining, data harvesting, data extracting or any other similar activity in relation to the System, or while using the System.
- 4.2. Failure to comply with the restrictions contemplated in paragraph 4.1 above shall enable CUT to seize, block or withhold access to the System and take any legal action against a User which

CUT, at its sole discretion, deems necessary.

- 4.3. The seizure, blocking or withholding of access to the System shall not prejudice CUT in respect of any additional rights CUT may have as a result of the breach committed by the User.

5. User Privacy Policy

- 5.1. CUT shall take all reasonable steps to protect the personal information of the User.
- 5.2. For purposes of this paragraph “**Personal Information**” shall be as defined in section 1 of the Promotion of Access to Information Act, 2 of 2000 (“**PAIA**”).
- 5.3. PAIA may be downloaded from <http://www.justice.gov.za/legislation/acts/2000-002.pdf>.

6. Payment Using the System

- 6.1. Payments made using the System will have the effect of crediting the nominated student account with the amount paid by the User.
- 6.2. Payment as contemplated in paragraph 6.1 above will be subject to the CUT student fees terms and conditions which may be accessed at the following link <https://www.cut.ac.za/tuition> and/or specific academic requirements depending on the field of study.
- 6.3. **ACCEPTANCE OF ANY ONLINE APPLICATION OR PAYMENT ON THE SYSTEM DOES NOT CONFIRM AND/ OR CONSTITUTE REGISTRATION AS A STUDENT AT CUT.**

7. Refund Policy

- 7.1. Refunds may be granted to students withdrawing from CUT at the sole discretion of CUT, and subject to any applicable policies of CUT.
- 7.2. Refunds as contemplated in paragraph 7.1 shall only be processed by CUT upon receipt of the official CUT withdrawal form.
- 7.3. The conditions and details of refunds applicable for the current year are included in the annual CUT Fees Calendar which may be accessed on <https://www.cut.ac.za/tuition>.

8. Payment by Debit and Credit Card

- 8.1. The following financial services corporations may be used when effecting transactions using the System:
 - 8.1.1. MasterCard.
 - 8.1.2. Visa.

8.1.3. American Express.

8.2. All online payments/transactions are processed by MyGate Communications (Pty) Ltd (hereafter referred to as “**MyGate**”) who is an approved payment gateway for the First National Bank of South Africa, and a service provider of CUT. Users may access MyGate’s terms and conditions on the following link https://nyx.cut.ac.za/pls/prodi03/w99pkg.mi_main_menu.

9. Disclosure of Outlet Country at Time of Payment/Transaction

The merchant outlet country at the time of presenting the above payment transaction option to the cardholder is the Republic of South Africa. All transactions will be processed in South African Rands (ZAR).

10. User Security Policy

10.1. CUT does not retain any information relating to the credit card details of the User.

10.2. The policy of MyGate, whom is entrusted with the information relating to the credit card details of the Users, may be accessed through the following link https://nyx.cut.ac.za/pls/prodi03/w99pkg.mi_main_menu.

11. Limitation of Liability

THE RISK OF LOSS, LIABILITY OR DAMAGES INCURRED BY THE USER REMAINS THE RISK OF THE USER AND CUT SHALL NOT BE HELD RESPONSIBLE FOR ANY DIRECT OR INDIRECT SPECIAL, CONSEQUENTIAL OR OTHER DAMAGE OF ANY KIND WHATSOEVER SUFFERED OR INCURRED, RELATED TO THE USE OF, OR THE INABILITY TO ACCESS OR USE THE CONTENT OR THE SYSTEM OR ANY FUNCTIONALITY THEREOF, OR OF ANY LINKED WEBSITE, EVEN IF CUT IS EXPRESSLY ADVISED THEREOF.

12. Choice of Law

12.1. The System is controlled, operated and administered by CUT from its offices within the Republic of South Africa. These terms and conditions will be exclusively governed by and construed in accordance with the laws of the Republic of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that CUT will have the right, at its sole discretion, to commence and pursue proceedings in alternative jurisdictions.

12.2. If the User accesses this System from locations outside of the Republic of South Africa, that User is responsible to ensure compliance with all local laws of that location.

12.3. The hosting by CUT of the System is governed by the Electronic Communications Act, 36 of 2005 (“**ECTA**”).

12.4. ECTA may be accessed by the User at the following link:
https://www.gov.za/sites/default/files/gcis_document/201409/a36-050.pdf.

13. Intellectual Property Rights

- 13.1. CUT and/or its licensors own all rights to the intellectual property and material contained in/on the System, and reserve all rights applicable thereto.
- 13.2. The User is granted a limited license only, subject to the restrictions provided in these terms and conditions.

14. Variation of these Terms and Conditions

- 14.1. CUT reserves the right to and at its sole discretion to review, correct, amend, modify, remove or update the whole or portions of these terms and conditions, from time to time, without any prior notice to the User.
- 14.2. Changes to these terms and conditions will become effective upon such changes being posted to the System.
- 14.3. It is the User's obligation to periodically check these terms and conditions on the System for changes or updates. The User's continued use of the System following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these terms and conditions, including such changes or updates.

15. Severability

If any provision of these terms and conditions is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these terms and conditions unenforceable or invalid as a whole, and any such provisions shall be deleted without affecting the remaining provisions herein.

16. Right to Fair and Honest Dealing

- 16.1. By the acceptance hereof, the User confirms that he/she has had a proper opportunity to consider the implications of these terms and conditions and any online application, payment or credit card transaction the User may instruct and conclude.
- 16.2. The User confirms that he/she will adhere to these terms and conditions and has accepted them without any undue influence by CUT, any of its employees or any other third party.

I have read the above terms and conditions and confirm that they are to my understanding and agree to be bound thereto.

Contact Details

of

**CENTRAL UNIVERSITY OF
TECHNOLOGY, FREE STATE**

Fees and Financial Aid Department

20 President Brand Street

Bloemfontein

TEL: 051 507 4000

financeinfo@cut.ac.za

