

Refund and Cancellation Policy

Ratch Tech (Pty) Ltd | Effective 26 October 2026

This policy explains returns, refunds and subscription cancellation for software, digital downloads, physical goods, SaaS, hosting and consulting supplied by Ratch Tech (Pty) Ltd. It forms part of our Online Sales Terms and Conditions. No part of this policy removes mandatory consumer rights under South African law.

1. Contact and applicability

For a refund, return or cancellation contact support@ratchtech.com or +27 78 004 3426. Provide the relevant invoice or order number, the product or plan, the reason for the request and any reasonably necessary evidence of a problem. Our business and legal notices address is **4 Birmingham Road, Plumstead, 7801, Cape Town, South Africa**; registration number **2025/242708/07**. This policy applies to business and consumer customers subject to the laws applicable to each transaction.

2. Our voluntary change-of-mind policy

Ratch Tech does not offer an additional voluntary change-of-mind refund period beyond rights required by law. Outside a statutory cancellation right or an express product-specific promise, correctly supplied once-off goods, digital products, licensed software and services are not generally refundable only because the purchaser no longer wants them. We may grant an exceptional goodwill refund, without creating a general entitlement or reducing any legal remedy.

3. Online cooling-off under ECTA

For an eligible natural-person consumer buying online, section 44 of the Electronic Communications and Transactions Act 25 of 2002 (ECTA) generally allows cancellation without reason or penalty within **seven days after receiving goods** or **seven days after concluding a services agreement**. Section 42 lists exemptions. Where section 44 applies, only the direct cost of returning goods may be charged; a payment already made must be refunded in full **within 30 days after cancellation**.

3.1 Important statutory exceptions

ECTA section 44 does not apply in certain cases, including: services that began with the consumer's consent before the seven-day period ended; goods made to a consumer's specifications or clearly personalised; goods that by their nature cannot be returned; and computer software that the consumer has unsealed. These are statutory tests, not a blanket rule that all downloaded, activated or digital products are automatically exempt. We assess the nature of the transaction and the customer's consent before applying any exception.

3.2 Direct marketing

Where a transaction was concluded as a result of direct marketing and CPA section 16 applies, the distinct **five-business-day** statutory cooling-off process and applicable refund obligations will be honoured. These rights are not substituted by our voluntary policy.

4. Once-off software and digital downloads

Digital downloads, electronic licences, once-off software, activation keys and access rights are usually supplied promptly after payment. We may request express consent to begin providing a digital service immediately. When the statutory exception for services commenced with consent applies, the ECTA section 44 change-of-mind right may not apply; defective, incorrect, misdescribed or undelivered digital products remain subject to applicable legal and contractual remedies. If the customer has not received the promised product or access, they should contact support@ratchtech.com so the issue can be investigated and remedied or refunded where required.

5. Physical products, delivery and defective goods

Physical-goods delivery destinations, logistics and any return address are agreed for each order; there is no general shipping region or returns depot specified in this policy. Where CPA sections 55 and 56 apply, defective, unsafe or non-compliant goods may generally be returned within **six months of delivery**, and the consumer may elect a repair, replacement or refund in the statutory circumstances without penalty and at the supplier's risk and expense. Any rights following an unsuccessful repair, incorrect goods, unsuitable goods or other breach are preserved. A statutory defect return is not subject to a requirement to retain the original packaging where that would defeat the legal remedy.

6. Change-of-mind returns for physical goods

Where an ECTA cooling-off cancellation applies, notify us within the statutory seven-day period. We will provide return instructions for the relevant order. Only the direct cost of return may be charged where permitted by ECTA. Outside statutory rights, we do not promise general change-of-mind returns of correctly supplied physical goods. Where a product is defective and CPA rights apply, return handling will be at our risk and expense as required by law.

7. Monthly subscriptions

Monthly subscriptions recur automatically with the customer's prior authorisation. Customers can cancel at any time through their account (where available) or by emailing support@ratchtech.com. Cancellation received before a renewal prevents the next renewal charge; access ordinarily continues until the end of the current paid billing period. No automatic pro-rata refund is given for the remaining unused period solely due to an ordinary change-of-mind cancellation, except where statute, contract or a specific service failure requires one. Accrued charges for services already provided remain payable as lawfully due.

8. Annual subscriptions

Annual plans are billed upfront for an annual billing period and automatically renew when authorised, unless cancelled before renewal. A customer may request cancellation at any time; ordinarily access continues until the paid period ends and the next renewal is prevented. **Annual payments are not automatically forfeited:** if the agreement constitutes a fixed-term consumer agreement under CPA section 14, or another law requires a credit or refund, the statutory rules override the ordinary no-pro-rata preference. We will calculate and return any credit legally owing, subject only to lawful charges. The description "annual subscription" is not used to deny legally applicable fixed-term rights.

9. Fixed-term consumer agreements where applicable

Ratch Tech's standard plans are intended to have no additional fixed minimum commitment. If an agreement nevertheless legally qualifies as a fixed-term agreement governed by CPA section 14, the consumer may cancel on **20 business days' notice** in writing or another recorded form. A reasonable cancellation charge may apply only where legally permitted, and any credit belonging to the consumer must be returned. Applicable notice of impending expiry (**40 to 80 business days**) and month-to-month continuation rules will be followed. CPA section 14 is inapplicable to transactions between juristic persons, but other rights may apply.

10. Free trials and promotions

Any free trial will state its duration, what is included, whether payment details are needed, and the amount and date of any subsequent charge. Where authorised trial conversion to a paid subscription is offered, cancellation before the first paid renewal avoids that renewal charge. Promotional pricing ends only on the agreed terms. Unauthorised or erroneous recurring charges will be investigated and refunded where required.

11. SaaS, hosting and service failures

If SaaS, hosted services or support are unavailable, materially defective or not supplied as agreed, contact support@ratchtech.com with a description and relevant dates. We will investigate, use reasonable efforts to correct the problem, and provide a credit, proportionate refund or other remedy where a contract or applicable law requires it. In particular, CPA section 54 may entitle an eligible consumer to a remedy or reasonable refund for deficient services. Ordinary planned maintenance does not automatically require a refund, unless an SLA, agreed service promise or legal requirement provides otherwise.

12. Consulting and custom project work

Consulting, integration and custom-development projects may have work already performed and legitimate third-party costs when a customer seeks to cancel. The accepted statement of work or quotation sets cancellation and milestone arrangements, subject to the CPA and other applicable law. Any right to cancel, refund or compensation that the customer has under statute will be honoured. Where a permitted cancellation charge is applicable, it will not exceed a lawful and reasonable amount.

13. Non-delivery, non-availability and errors

Where ECTA section 46 applies, an online order is to be fulfilled within the agreed period or, without such agreement, within 30 days. A qualifying consumer may cancel after the statutory delay by giving **seven days' written notice**. If we cannot perform because the ordered goods or services are unavailable, we will promptly notify the consumer and refund payments within the applicable statutory period, including the **30-day** ECTA deadline where relevant. Duplicate or incorrectly collected payments will be reviewed promptly and reversed or refunded where appropriate.

14. Refund processing and method

To request a refund email support@ratchtech.com with an order reference and details. We may reasonably verify the request, the purchased product and any alleged defect. Where ECTA section 44 applies, full payment refunds are made within **30 days after cancellation**. Other refunds will be processed within the applicable statutory deadline or as soon as reasonably practicable. Refunds normally use the original payment channel where feasible; banking settlement times are outside our direct control. We will not impose fees that defeat mandatory statutory refund rights.

15. Business purchasers and consumer remedies

ECTA Chapter VII defines its consumer as a natural person acting as an end user; business purchasers who are juristic persons do not receive that chapter's consumer cooling-off right. Some CPA protections may apply to qualifying business customers depending on the nature and size of the juristic person and transaction. No provision in this policy removes rights actually applicable to a customer. Negotiated business contracts may specify additional or different commercial cancellation terms where lawful.

16. Complaint escalation

Please first write to **support@ratchtech.com**. We will endeavour to resolve the concern fairly and provide our decision or next steps. Eligible consumers remain free to approach the Consumer Goods and Services Ombud, National Consumer Commission, other competent regulators or courts where permitted. The arbitration-first provision of our General Terms is not a requirement to waive or delay mandatory statutory consumer remedies.

17. Policy ownership and contact

Ratch Tech (Pty) Ltd | Registration 2025/242708/07 | 4 Birmingham Road, Plumstead, 7801, Cape Town, South Africa | www.ratchtech.com | support@ratchtech.com | +27 78 004 3426. The latest online version is published at www.ratchtech.com/refund-policy. Effective and last updated 26 October 2026.