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**Terms and Conditions :**

**Special Offer or Sale on Training courses:**

Voipmagic reserves the right to limit the number of students that can take up this offer. Any special offer will only be applied when the client company registers and pays for 2 or more of their staff members on the same training course which course will run simultaneously on the same training date.

Voipmagic reserves the right to cancel the special offer or sale at any time and without notice and reserves the right to withdraw any offer at any time without prior notice.

Training special offers do not apply to Onsite training.

**Product Returns:** All products carry a 7 day return policy in line with the customer protection act. Products returned must be without any physical damage and in the original packaging as delivered. Original invoice or delivery note must be produced by customer for all returned products. Products returned will only be refunded if the above conditions are met. Cost of returning the product is for the customer.

**Product warranties:** Limited Warranties are as per manufacturer warranty.

**Training:** Training courses booked and paid for will not be refunded if the delegate cancels after making payment. No refunds will be given for training if the delegate does not show up for the training. No refunds are given for training courses under any circumstances. No shows and cancellations will be charged.

Onsite training carries an additional charge for travel.

**Personal Information:** All personal information supplied on the training registration form is for internal use and will not be made available to third parties.

**Consulting:** is charged at an hourly rate. Estimates can be provided within a one hour accuracy. All on-site consulting will carry a travel charge as determined by Voipmagic.

Service Level Agreements: All SLA (Service Level Agreements) are on a month to month basis.

SLA is for support on existing programming code and solutions.

SLA provides telephonic support to technicians.

An annual escalation of 10% will apply to all monthly SLA clients.

**Billing Platform and MagicPBX:** Completed Software will be viewed as solution provided according to original specification. Software Solution will be viewed as delivered regardless of 3<sup>rd</sup> party (Network Provider; data centre; hosting or upstream Voip provider etc) conditions or actions. Reinstallation fees will apply in case of hardware failure.

**Voipmagic retains the right to all intellectual property.**

Intellectual property refers to creations of the mind, used in commerce.

Intellectual Properties Law Amendment Act 2013 (Act no 28 of 2013)

[https://en.wikipedia.org/wiki/Business\\_models\\_for\\_open-source\\_software](https://en.wikipedia.org/wiki/Business_models_for_open-source_software)

If a software product uses only own software and open-source software under a permissive free software license, a company can re-license the resulting software product under a proprietary license and sell the product without the source code or software freedoms.

For instance , Apple Inc, is an avid user of this approach by using source code and software from open-source projects. For example, BSD UNIX operating system kernel (under the BSD license) was used in Apple's Mac Pc's that were sold as proprietary products.

Copyright is a legal term used to describe the rights that creators have over their own creative works.

Works covered by copyright range from books, music, paintings, sculpture and film to computer programs, databases, advertisements, maps and technical drawings.

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