

Conditions NetPay[®] credit

1. Definitions

NetPay credit: The amount paid in advance for the payment application that the consumer can use services offered via the Xafax NetPay connection.

Connection: The access to the service offered to the consumer by the company or institution (the service provider).

Service: The payment application, including but not limited to vending machines, multifunctionals and cash registers, which the service provider makes available to the consumer.

Service provider: The company or (educational) institution that provides the service to the consumer.

Consumer: A natural person who uses or requests a service for purposes other than business or professional purposes.

Order: An order to pay for the service (payment application).

2. Formation of the agreement for a Xafax NetPay connection

The agreement for a NetPay connection is concluded when the connection is used for the first time.




3. Duration, use and termination of the agreement

- ✘ The term of the agreement is in principle of indefinite duration and starts after a NetPay credit has been deposited into the consumer's account.
- ✘ Using the NetPay credit, the consumer can place an order (purchase a service) provided that the credit is sufficient.
- ✘ The NetPay credit is insufficient if the costs of an order exceed the outstanding NetPay credit. In this case, the service provider is not obliged to carry out the order. The service provider is also not obliged to carry out the order in proportion to the available NetPay credit.
- ✘ The Netpay credit is valid for 24 months, counting from the last time Netpay was used.
- ✘ The consumer has the right to terminate the agreement, and therefore close the account, and is entitled to a refund on the remaining NetPay credit. A refund request is submitted to the service provider.
- ✘ The service provider reserves the right to cancel the remaining credit if the NetPay connection has not been used by the consumer for 2 years.
- ✘ The conditions and terms for the validity of NetPay credit may be changed by the service provider. Such a change will be announced at least four weeks before its commencement.
- ✘ Upon termination of the NetPay connection, all agreements for purchased services end.

4. Payment

- ✘ NetPay credit can only be used for services specified by the service provider.
- ✘ The service provider offers the consumer of a Xafax NetPay connection one or more options to top up NetPay credit. The service provider can determine amounts with which NetPay credit can be topped up and can change the amount of the amounts.
- ✘ The service provider exercises great care when topping up and downgrading NetPay credit. If, nevertheless, an upward or downward adjustment has been made or omitted, the service provider is entitled to correct this.



-  Payment for the use of the payment application takes place exclusively by debiting the NetPay credit.
-  The service provider offers the consumer the opportunity to request a NetPay credit.
-  Complaints against amounts charged must be communicated to the service provider by email within fourteen days of the date of purchase.

5. Liability

The holder of a pass/card handles the pass/card provided by the service provider with care. A (network) credit is related to the pass/card. In the event of loss or theft, the service provider is not liable for any damage suffered (as a result of unlawful use) as long as the card is not blocked. The consumer must take care of blocking the card via this website or a payment terminal.