

Terms and Conditions of Using Beamy™ eCommerce Website

Welcome to Beamy™! By accessing or using the Beamy™ eCommerce website (the "Site"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use the Site. These Terms apply to all visitors, users and others who access or use the Site.

1. Acceptance of Terms

By using this website, you agree to comply with and be bound by these Terms and Conditions, as well as any additional guidelines or rules posted on the Site. We may revise these Terms at any time, and the revised version will be effective immediately upon posting on the Site.

2. Use of the Website

- **Eligibility:** You must be at least 18 years old or have the consent of a parent or legal guardian to use this website.
- **License to Use the Site:** Beamy™ grants you a non-exclusive, non-transferable, limited license to access and use the Site for personal, non-commercial purposes, provided that you comply with these Terms and all applicable laws.
- **Prohibited Activities:** You agree not to use the Site for any unlawful, fraudulent, or malicious purposes, including but not limited to:
 - Engaging in illegal activity.
 - Attempting to hack, alter, or damage the Site.
 - Uploading or transmitting harmful software or malware.

3. User Accounts

- **Account Registration:** In order to purchase items or access certain features of the Site, you may be required to create an account. You must provide accurate and complete information when creating your account and keep your account details up to date.
- **Responsibility for Account:** You are responsible for maintaining the confidentiality of your account login details (username, password) and for all activities that occur under your account.
- **Suspension and Termination:** Beamy™ reserves the right to suspend or terminate your account at any time if you violate these Terms or for any other reason.

4. Product Information and Availability

- **Product Descriptions:** Beamy™ strives to provide accurate product descriptions, pricing, and availability, but we do not warrant that the information is error-free or complete. We may update or correct product information without prior notice.
- **Availability:** Product availability is subject to change. In the event that a product is out of stock or unavailable after you place an order, Beamy™ will notify you and provide an option to modify or cancel your order.

- **Pricing:** All prices are listed in the applicable currency and include taxes unless otherwise stated. We reserve the right to change prices at any time without prior notice.

5. Orders and Payment

- **Order Acceptance:** All orders placed through the Site are subject to acceptance by Beamy™. We reserve the right to refuse or cancel an order for any reason, including errors in product availability or pricing.
- **Payment Methods:** We accept various payment methods, such as credit cards, debit cards, PayPal, and others as specified on the checkout page.
- **Shipping and Delivery:** Beamy™ will ship orders to the address provided during checkout. Shipping times and costs will vary depending on your location and the shipping method selected. Delivery times are estimates and not guaranteed.
- **Sales Tax:** Sales tax will be applied to orders where applicable, based on your shipping address.

6. Returns and Refunds

- **Return Policy:** Beamy™ offers a return policy for products purchased on the Site. Returns must be made within 7 (seven) days of receiving your order. Items must be in their original, unused condition and packaging. Certain items may be excluded from the return policy.
- **Refund Process:** Refunds will be processed to the original payment method. The refund amount may exclude shipping costs and any applicable restocking fees.
- **Exchanges:** Exchanges are allowed based on availability of the same product or a similar product. Please refer to our return policy for more details.

7. Intellectual Property

- **Ownership:** The Site, including its design, content, graphics, logos, text, and software, is owned by Beamy™ or its licensors and is protected by copyright, trademark, and other intellectual property laws.
- **Limited Use:** You may not copy, reproduce, distribute, or use any of the Site's content or intellectual property for commercial purposes without prior written permission from Beamy™.

8. Privacy and Data Collection

- **Privacy Policy:** Your use of the Site is governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using the Site, you consent to our Privacy Policy.
- **Cookies:** Beamy™ may use cookies and similar technologies to enhance your browsing experience. By using the Site, you agree to our use of cookies as described in our Privacy Policy.

9. Disclaimers and Limitation of Liability

- **No Warranty:** The Site and all products are provided "as is" and "as available," without any warranties, express or implied. Beamy™ does not guarantee that the Site will be error-free, secure, or uninterrupted.
- **Limitation of Liability:** To the fullest extent permitted by law, Beamy™ is not liable for any direct, indirect, incidental, special, or consequential damages arising from your use or inability to use the Site or products purchased through the Site.

10. Indemnification

You agree to indemnify, defend, and hold harmless Beamy™, its affiliates, employees, agents, and licensors from any claims, damages, losses, liabilities, or expenses (including legal fees) arising from your use of the Site, violation of these Terms, or infringement of any rights of third parties.

11. Governing Law and Dispute Resolution

- **Governing Law:** These Terms are governed by and construed in accordance with the laws of South Africa without regard to its conflict of law principles.

12. Modifications to Terms

Beamy™ reserves the right to modify or update these Terms at any time. When changes are made, the revised Terms will be posted on the Site with the updated date. By continuing to use the Site after such changes, you accept and agree to the new Terms.

13. Contact Information

If you have any questions or concerns about these Terms and Conditions, please contact us at:

Beamy™ Customer Support

Email: [support@Beamy.co.za]

Phone: +27 82 453 9508