



## **Xotic Laser Creations Terms and Conditions (TC's)**

### **Return and Refund**

#### **1. Returns within 30 days**

We want you to be happy with your purchase. If you are not completely satisfied, you can return the product to us and we will either exchange or replace it, or credit your account.

To return an unwanted non-defective product, it must be:

- Returned within 30 days of the product(s) being purchased
- Must be a standard non-customized product
- Undamaged and unused
- In the original packaging, which must be undamaged and in its original condition

You will have to carry the cost of returning the product to us. This excludes any custom projects.

Once we have received your returned product and it has been cleared by Xotic Laser Creations After Sales Service, your account will be credited. We reserve the right to refuse a return if products have been used, are returned damaged, or are not in a saleable condition. In this case, the client will be liable for the fees to collect the product.

#### **2. Charges and refunds policy**

If you return a defective product to us, but you fail to return all the accessories and parts that were sold with the product, we are entitled to refuse the return, only to replace the item that you did return, or to estimate the value of the missing accessories and parts and only to credit or refund you in respect of the returned item.

Note that we only refund to the payment method that you originally used – i.e. payment by credit card will be refunded to the same credit card, payment by EFT or Cash will be refunded to your nominated bank account.

## **Shipping and Delivery**

### SHIPPING OPTIONS

Your orders will be delivered by means of Courier Services

### DELIVERY TIMES

- Shipping to major centres typically take 1 – 2 working days.
- Shipping to smaller centres typically take 3 – 5 working days.
- Shipping to outlying areas typically take 5 – 7 working days.
- Depending on the size of the job, allow between 3 - 4 weeks for completion. Turnaround times will be provided.

Rate name	Condition	Price
Collect In-Store	-	Free
Delivery To Door	R 0.00 – R 1,000.00	ZAR 200.00
Delivery To Door	R 1,000.00 – R2,000.00	Free
Delivery To Door	R 2,000.00 – R 3,999.00	ZAR 300.00
Delivery To Door	R 4,000.00 – R 6,999.00	ZAR 550.00
Delivery To Door	R 7,000.00 and up	ZAR 600.00

### FREE SHIPPING

Xotic Laser Creations offers free courier shipping to major centres on all specified products. As specified in Shipping Cost.

Make use of this offer the following way:

1. Select items you want to purchase on our Online Store
2. Proceed to Checkout
3. Fill in your Shipping Address

It is that easy!

Terms & Conditions apply.

Terms & Conditions include, but are not limited to:

- Major Centres include:

- Johannesburg
  - Pretoria
  - Cape Town
  - Durban
  - Pietermaritzburg
  - Bloemfontein
  - Port Elizabeth
  - George
  - East London
- Free shipping to Farms and Far/Out Locations does NOT apply.

A tracking / waybill number will be provided if available.

### **Ordering with us**

Here are some steps to help make the process easier for you.

#### **How to Shop on Our Website:**

##### **Step 1. Find the products you would like to buy**

Search for the product by typing in the product name in the search box. If you do not know the name, search the product categories for the desired product. Click on the product name to view more information on the product.

Make sure the product you select is your desired size and color by selecting the product variants before adding to cart.

##### **Step 2. Add to Cart**

Found the products you would like to buy? Click on “Add to cart.” Once you have added an item to your Shopping Cart, keep searching until your cart contains all the items you want to order. You can access the contents of your Shopping Cart at any time by clicking the cart icon on the top right.

##### **Step 3. Check Out**

- To enter checkout, click on Proceed to Checkout.
- Your product list will appear. Confirm that the products and numbers are correct. Select the products you wish to buy and click on the check-out button.
- You will now be prompted to log in or register.
- Type in a discount Coupon Code, if you have one.
- Select your delivery method and click on the continue button.

- Select your delivery address or create a new delivery address.
- Select your payment method, and click on Place Order on the bottom right of the page.
- Click on Proceed if you are ready to complete the payment process.
- A complete order summary will now display with all the details of your order. Please ensure that all information, including your delivery details, are correct.
- An email will be sent to your designated email with your order details.

### **How can I pay for my order**

#### Credit Card

Our website accepts the following credit and cheque cards:

- Visa
- Mastercard

All our card payments are 3D Secure through Payfast. Unfortunately, we cannot process a card transaction via telephone. We do this to protect our customers, and ourselves, from fraudulent transactions.

#### EFT – Electronic Funds Transfer

You can select 'EFT' during the checkout process to make a payment directly to our bank account. When making your payment directly into our bank account please use your Order number as the payment reference. Your order will not be shipped until the funds have cleared in our account. This may take up to 3 working days.

#### Our Bank Details

Account Number	63 108 768 269
Account Type	Gold Business Account
Branch Code	250655
Bank	First National Bank (FNB)

### **How To Order Telephonically or By Email?**

Our friendly staff will gladly assist you to determine which product will satisfy your need the most. They will manually process your order and email you an invoice.

For a custom design, check out [Our Process on Custom Designs](#).

This gives you the chance to discuss unique designs, materials, sizes, and colors for your product. Please note lead times can vary from 3-4 weeks on some of our product ranges.

## **Privacy and Policy**

We respect your privacy and will take reasonable measures to protect it, as more fully detailed below in our Privacy Policy.

Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to:

1. Name and Surname
2. Email Address
3. Physical Address
4. Gender
5. Mobile Number
6. Date of Birth

Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

We will not, without your express consent:

Use your personal information for any purpose other than as set out below:

1. in relation to the ordering, sale, and delivery of goods;
2. to contact you regarding current or new goods or services or any other goods offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us);
3. to inform you of new features, special offers and promotional competitions offered by us or any of our divisions and/or partners (unless you have opted out from receiving marketing material from us); and
4. to improve our product selection and your experience on our website by, for example, monitoring your browsing habits or tracking your sales on the Website

Disclose your personal information to any third party other than as set out below:

1. to our employees and/or third-party service providers who assist us to interact with you via our website, email, or any other method, for the ordering of goods or when delivering goods to you, and thus need to know your personal information to assist us to communicate with you properly and efficiently;
2. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;

3. to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
4. to our suppliers for them to liaise directly with you regarding any faulty goods you have purchased which require their involvement; and
5. to any Third-Party Seller for purposes of sending you an invoice for any goods purchased from such Third-Party Seller, which disclosed information will be limited to your email address.

We are entitled to use or disclose your personal information if such use or disclosure is required to comply with any applicable law, subpoena, the order of the court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, Xotic Laser Creations is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.

We will ensure that all our employees, third party service providers, divisions, and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.

We will:

1. treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access;
3. provide you with access to your personal information to view and/or update personal details;
4. promptly notify you if we become aware of any unauthorised use, disclosure, or processing of your personal information;
5. provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
6. upon your request, promptly return or destroy all your personal information in our possession or control, save for that which we are legally obliged to retain.
7. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
8. Xotic Laser Creations undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
9. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is because of our gross negligence.
10. If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than Xotic Laser Creations shall not be liable for any loss or damage, howsoever arising, suffered by you because of the

disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

11. This website makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third-party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected using cookies, there is a simple procedure in most browsers that allow you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our website, and thus if you disable the cookies on your browser, you may not be able to use those features, and your access to our website will, therefore, be limited. If you do not disable “cookies,” you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this Policy.

## **Terms of Service**

### TERMS OF SERVICE ----- OVERVIEW

This website is operated by **Xotic Laser Creations**. Throughout the site, the terms “we,” “us” and “our” refer to **Xotic Laser Creations**. **Xotic Laser Creations** offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Our store is hosted by [squatchwebsites](#) . They provide us with the online e-commerce platform that allows us to sell our products and services to you.

**SECTION 1 - ONLINE STORE TERMS** By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive

nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

**SECTION 2 - GENERAL CONDITIONS** We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

**SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION** We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

**SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES** for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

**SECTION 5 - PRODUCTS OR SERVICES** (if applicable) Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

**SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION** We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.



**SECTION 7 - OPTIONAL TOOLS**, we may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools” as is” and “as available” We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

**SECTION 8 - THIRD-PARTY LINKS** Certain content, products, and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS** If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

**SECTION 10 - PERSONAL INFORMATION** Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

**SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS** Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

**SECTION 12 - PROHIBITED USES** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

**SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY** We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Xotic Laser Creations, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

**SECTION 14 - INDEMNIFICATION** You agree to indemnify, defend and hold harmless Xotic Laser Creations and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

**SECTION 15 - SEVERABILITY** In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

**SECTION 16 - TERMINATION** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms

of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

**SECTION 17 - ENTIRE AGREEMENT** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

**SECTION 18 - GOVERNING LAW** These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the law.

**SECTION 19 - CHANGES TO TERMS OF SERVICE** You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**SECTION 20 - CONTACT INFORMATION** Questions about the Terms of Service should be sent to us at [info@ XoticLaserCreations.co.za](mailto:info@XoticLaserCreations.co.za)