

Terms and Conditions

Welcome to www.picmecreations.co.za!

These terms and conditions outline the rules and regulations for the use of Picmecreations's Website, located at <http://www.picmecreations.co.za/>.

By accessing this website you accept these terms and conditions. Do not continue to use www.picmecreations.co.za if you do not agree to all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements:

"Client", "You" and "Your" refers to you, the person who logs on to this website and compliant to the Company's terms and conditions.

"The Company", "Ourselves", "We", "Our" and "Us", refers to Picmecreations.

"Party", "Parties", or "Us", refers to both the Client and ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of South Africa such as the Consumer Protection Act 68 of 2008, The Electronic Communications and Transactions Act, 25 of 2002 ("ECTA"), and The Protection of Personal Information Act 4 of 2013. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Content Liability

We shall not be hold responsible for any content that appears on your Website. You agree to protect and defend us against all claims that are rising on your Website. No

link(s) should appear on any Website that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

Your Privacy

Please read our Privacy Policy

Reservation of Rights

We reserve the right to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links however, we are not obligated to respond to you directly and reserve the right to apply our discretion thereto.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date, however we do aspire to update the above in a reasonable and timeous manner.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;

- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort and for breach of statutory duty.

As long as the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

Shipping Policy

Domestic Shipping Policy

Shipment processing time

All orders are processed within *3-5 Business days, depending on order size.*

All deliveries are only processed and delivered from Monday to Friday, please note should there be a delay, this will be communicated to you through email.

Shipping rates and delivery estimates

Customize the following: Shipping charges for your order will be calculated and displayed at checkout.

Shipment method	Estimated delivery time	Shipment cost
<i>Courier Guy</i>	<i>3-5 business days</i>	175

For all collections done on premises a pre-scheduled collection time and date will be confirmed and or arranged with the customer/buyer.

Shipment to P.O. boxes or APO/FPO addresses

All packages will only be shipped to a physical address to whom there should be an individual/buyer to sign for these packages.

Shipment confirmation and order tracking

Upon completion of all orders confirmation will be provided to you the customer once the courier has been booked.

Customs, duties, and taxes

In terms of Section 43 of ***Electronic Communications and Transactions Act, 25 of 2002*** ("***ECTA***"), Picmcreations aspire to provide you with the full price of the goods or services including any additional costs (if applicable) for transportation, fees, taxes, etc.

However, we are not responsible for any customs and taxes applied to your order after shipping has commenced. All fees imposed during or after shipping are the responsibility of the customer (such as tariffs, taxes, etc.).

Damages

Picmcreations is not liable for any products damaged or lost during shipping. However, should you received your order damaged, please contact the shipment carrier or our support team directly to file a claim where we will assist you as far as possible. Please save all packaging material and damaged goods before filing a claim.

International Shipping Policy

Currently all international shipping is processed within South Africa.

Returns Policy

Please note any and all returned items, should be returned in the same packaging and or form as delivered to you, a courier will be arranged by Picmcreations for the collection of the package/parcel.

Once received we will review the product and confirm should a refund be approved. Payment of a refund amount could take 24-48 hours to reflect once confirmation has been sent of the intended refund and approval.

*Any and all returns require a lead period of 3-7 Business days to complete pending on collection and courier availability as per section 44 of the **Electronic Communications and Transactions Act, 25 of 2002 (“ECTA”)**.*

For more information, email support info@picmecreations.co.za