



TERMS AND CONDITIONS
IMBALIE BEAUTY
PLACECOL FRESH BEAUTY (PTY) LTD
VAT NUMBER: 4030170882
CK REGISTRATION: 2002/003717/07

About us

Imbalie Beauty Ltd is the trading entity and is an importer and distributor for Scinderm products– A Melanoceutical Skin Brightening System. We distribute safe and effective skin lightening and brightening skin care products and systems for the treatment of hyperpigmentation as well as for other skin types and conditions such as ageing and acne skins.

Scinderm offers two different ranges of products:

- **Scinderm Basic Range:** For skin maintenance and for the treatment of superficial Hyperpigmentation.
- **Scinderm Medical Products:** For the treatment of more of Melasma or stubborn hard to treat pigmentation.

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The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

Our Rights

We reserve the right to:

1. modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension, or withdrawal of all or part of the Website due to circumstances beyond our control.

Privacy Policy

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website.

All the information gathered in the online forms on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyze trends, and administer the Site.

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We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an email to: tracey@imbaliebeauty.co.za

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site. Your continued use of the website following the posting of changes to these terms will mean that you accept those changes.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

Product Availability

Lead time is dependent on stock availability. Should we have stock available, orders will be dispatched the same day provided payment is validated/received before 12:00 hours. Should the product not be in stock please allow 20 30 working days plus freight transit time. This will allow for manufacturing and delivery to our warehouse. Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Imbalie Beauty Ltd will contact you via email and provide a revised shipping schedule.

Delivery Policy

All orders will be delivered by MDS Collivery (courier door to door) Service unless otherwise specified.

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Please follow these instructions when making a purchase on the Scinderm website:

1. Please give as much detail when booking your order such as a street name, number, suburb, city, code, mobile number and email address.
If you require the parcel to be delivered by or before a certain time please make special mention of this.
2. The Courier service only delivers from MONDAY to FRIDAY.
3. The Courier service is only next day and NEVER same day.
4. Same day is an additional R 500.00 minimum extra charge for same day shipping and order and payment has to be received in full before 9am that day strictly.
4. If it is a business address then we require the name of the business.
5. A contact number is required such as a cell phone number to contact you should the courier need to contact you for any reason whatsoever.
6. We require your email address so the courier MDS Collivery will send you an electronic copy of your waybill notifying you of your delivery date and time.
7. Please ensure that someone is at the address you have given to receive and sign acceptance of your parcel. If no one is at the address at the specified date of delivery then the parcel will not be delivered and you will be liable for ADDITIONAL delivery charges.

Shipping

SA counter to counter or MDS COLLIVERY Door to Door Courier.
Please contact MDS Collivery with your waybill number on 011 241 4900 or KZN 031 5346500.
Please ensure the correct shipping address is provided from the outset as title and risk will pass to you once the order has left our premises.

Undeliverable packages

Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment, this may be at a additional cost to the customer.

Order processing

Order processing will not begin until we receive a confirmed order and full payment.

Refunds/returns Policy

Should you for any reason wish to cancel your purchase you will be liable for a 15% handling fee. You must advise us in writing of your cancellation and any such cancellation must be signed by the person who made the original purchase. The goods must be returned to us undamaged in the original packaging within 14 calendar days.

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* Note: Imbalie Beauty Ltd recommends that you use Speed Services Couriers (South African Postal Services) for all returns as it offers shipment tracking through a 24 hours customer helpline. Should you choose to use a carrier that does not offer a tracking facility and the goods are lost then no refund or return will be considered. Please ship your product return to:

**IMBALIE BEAUTY LTD
ADDRESS: 23 SADDLE ROAD,
WOODMEAD OFFICE PARK,
WOODMEAD, SANDTON,
GAUTENG, 2191**

International customers should make use of a courier that offers:

1. Shipment tracking.
2. Insure your package for safe return and declare the full value of the shipment failing which loss or damage will be for your account. Please specify in writing that you require insurance.

Disclosure of outlet country at time of payment

New banking account details:

Account name: Placecol Fresh Beauty (Pty) Ltd

Bank: ABSA Bank

Account number: 870 156 839

Branch: Centurion

Payment Options and Pricing

All transactions will be processed in South African Rands (ZAR).

Imbalie Beauty Ltd endeavours to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable sales tax or (VAT) and shipping charges (on the day of shipping).

Imbalie Beauty Ltd reserves the right to change pricing at any time without prior notice.

Should Imbalie Beauty Ltd reduce it's price on any shipped products within 10 working days of shipment, you may contact us and request a refund of the difference between the price you were charged and the reduced selling price. To receive the refund you must contact us within 14 days of shipment.

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Credit Card

We accept MasterCard and Visa credit cards. If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your order. All of your order details will be saved online under in the Your Account section available for use whenever you're ready! Sorry for the inconvenience.

EFT (Electronic Fund Transfer)

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load Placecol Fresh Beauty (Pty) Ltd as a beneficiary on your internet banking and use the unique order number in the reference line for your payment.

Banking account details:

Account name: Placecol Fresh Beauty (Pty) Ltd
Bank: ABSA Bank
Account number: 870 156 839
Branch: Centurion

This should ensure speedy processing and delivery of your selected products. You may pay for your products through a direct deposit. It's exactly the same as doing an EFT payment, except you'll have to go into your bank and physically make your direct deposit there. Please email your deposit slip to us to debtors1@imbaliebeauty.co.za to ensure your payment is confirmed and order shipped as quickly as possible.

For more information about how to order, special order requirements and other payment options, please contact our Support Team on:

LANDLINE: 011 086 9800 EXT 3312 or 3375 / MOBILE: 076 937 6388

or

tracey@imbaliebeauty.co.za

Security Policy

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit details.

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4. Virtual Card Services continually reviews and enhances its security in line with technological changes.

Monitoring

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

Law

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Updating of these Terms and Conditions

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Consent

I understand that all the designs and trademarks are registered to Imbalie Beauty Ltd and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Imbalie Beauty Ltd for any civil action or any legal action deemed necessary against me.

Contact Details

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PLACECOL FRESH BEAUTY (PTY) LTD
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Email: mart-marie@imbaliebeauty.co.za

A copy of the ECT Act is available at <http://www.polity.org.za/pol/acts/2002>.