

## Terms of service

### Overview

This website is operated by Generic Brands (Pty) Ltd trading as (“Theratools”, “we”, “us”, or “our”). Throughout the site, the terms “we”, “us” and “our” refer to Theratools. We provide 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 apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

### Section 1 – Online Store Terms

By agreeing to these Terms of Service, you confirm that you are at least the age of majority in your province or country of residence, or that you are the age of majority and have given us 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 our Services, violate any laws in your jurisdiction (including but not limited to copyright and import/export laws).

You must not transmit any worms, viruses, or destructive code. Any breach of these Terms will result in 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 (excluding credit card information) may be transferred unencrypted across networks. Credit card information is always encrypted during transfer.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, without written permission from us.

### 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 is provided for general information only and should not be relied upon as the sole basis for decision-making.

Please consult healthcare professionals before starting any wellness or therapy routine. Our red light therapy devices are for wellness use only and are not intended to diagnose, treat, cure, or prevent any disease.

### Section 4 – Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service without notice.


We shall not be liable for any modification, price change, suspension, or discontinuance of the Service.

### Section 5 – Products or Services

Our products are available exclusively online via our website and approved platforms (e.g., Amazon South Africa, Takealot, and our official site). These may have limited quantities and are subject to return or exchange according to our Refund Policy.

We have made every effort to display our products as accurately as possible. However, we cannot guarantee your monitor's display of colours will be accurate.

We reserve the right to limit product sales per customer or region.

 **Disclaimer:** Red light therapy devices are wellness tools, not medical devices. Any claims relating to health benefits are general wellness claims only.

## Section 6 – Billing and Account Information

We reserve the right to refuse any order placed with us. In certain cases, we may limit or cancel quantities purchased per person, household, or order.

You agree to provide accurate and up-to-date information, including billing details, email, and shipping address. Failure to do so may result in delays or cancellation of your order.

## Section 7 – Third-Party Services

We may provide you with access to third-party tools, payment gateways, or delivery services. We are not responsible for how those third parties operate.

Your use of these tools is entirely at your own risk and subject to their terms of service.

## Section 8 – Returns and Refunds

Please see our Refund Policy for full details regarding product returns, exchanges, and warranty coverage.

## Section 9 – Prohibited Uses

You may not use our site or products:

for any unlawful purpose;

to resell products without authorization;

to make false or misleading claims about product performance; and

to infringe intellectual property rights

## Section 10 – Medical Disclaimer

10.1 Our products and Services are intended to support general wellness only and are not intended to diagnose, treat, cure or prevent any disease or medical condition.

10.2 The information provided on our Site or in any communications from us is for general information purposes only and does not constitute medical, health or professional advice. You should always consult with a suitably qualified healthcare professional regarding any medical condition or before starting any new health or wellness programme or using any product that may impact your health.

10.3 You acknowledge that individual results may vary and that we do not guarantee any specific outcomes from the use of our products or Services.

## Section 11 – Limitation of Liability (Subject to South African Law)

These Terms of Service and any agreements for Services shall be governed by and construed in accordance with the laws of South Africa.

11.1 To the fullest extent permitted by applicable law, you use the Site, our products and our Services at your own risk, and we will not be liable for any loss or damage of any nature arising from:

- (a) your failure to follow any instructions for use, care or safety provided with the product or on our Site;
- (b) your use of the product in a manner that is inconsistent with its intended use; or
- (c) reliance on any general information provided on the Site as a substitute for professional advice.

11.2 To the extent permitted by law, our total aggregate liability to you for any claim arising out of or in connection with the Site, our products or Services (whether in contract, delict or otherwise) will be limited to the total amount paid by you for the product or Service giving rise to the claim.

11.3 We do not exclude or limit our liability where it would be unlawful to do so, including for:

- (a) any death or personal injury caused by our gross negligence; or
- (b) liability for unsafe, defective or hazardous goods to the extent such liability cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008.

11.4 Nothing in these Terms is intended to limit any rights you may have as a consumer under South African law, including the Consumer Protection Act, to the extent such rights cannot be limited or excluded.

#### Section 12 – Governing Law

These Terms of Service and any agreements for Services shall be governed by and construed in accordance with the laws of South Africa.

#### Section 13 – Contact Information

Questions about the Terms of Service should be sent to us at:

 [info@theratools.co.za](mailto:info@theratools.co.za)