

TERMS AND CONDITIONS

Any persons using, reading, and/or purchasing products on this website agree that access to and use of this site are subject to the following terms, conditions, and other applicable laws of South Africa.

You must be at least 18 years old to purchase products from WACS Vapoury. By using this website, you agree that you are at least 18 years of age and also agree to the following terms and conditions.

Copyright

All content on this site, including but not limited to text, graphics, code and functionality is copyrighted as collective work under the South African and other copyright laws, and is the property of WACS Vapoury. The collective work includes works that are licensed to WACS Vapoury. ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with WACS Vapoury or purchasing from WACS Vapoury. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from different areas of the site solely for your own non-commercial use, or to place an order with WACS Vapoury or to purchase WACS Vapoury products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorised by WACS Vapoury.

WARNING

Many products available to purchase from WACS Vapoury contain nicotine which is an addictive substance. Electronic Cigarettes are intended for use by adults and should not be used by children, women who are pregnant or may become pregnant, or anyone with pre-existing medical conditions without first consulting your doctor. Electronic Cigarettes are not meant to cure, treat, or prevent any illness or disease. WACS Vapoury Products are intended to be used as a tobacco alternative. These products are not marketed as smoking cessation, nor have they been tested as such. Keep out of reach from children and pets.

KEEP OUT OF REACH OF CHILDREN AND PETS.

WACS Vapoury products are not intended to diagnose, treat, cure, or prevent any condition, disorder, disease, or physical or mental conditions and should not be used as

a substitute for a physician's advice. WACS Vapoury products are intended for use by persons of legal smoking age, not by non-smokers or by children, women who are pregnant or breastfeeding, or persons with or at risk of heart disease, high blood pressure, diabetes, or taking medicine for depression or asthma.

Consult a physician immediately if you experience nicotine misuse symptoms such as nausea, vomiting, diarrhoea, dizziness, weakness or rapid or irregular heartbeat. WACS Vapoury products are not a smoking cessation method and have not been tested as such. Ingestion of non-vaporised concentrated ingredients can be poisonous, and ingestion of certain components can present a choking hazard.

Nicotine is addictive and habit-forming; very toxic by inhalation, in contact with skin and if swallowed; danger of serious damage to health by prolonged exposure if swallowed; irritating to eyes and skin; may cause sensitisation by skin contact; may cause harm to the unborn child; vapours may cause drowsiness or dizziness; after contact with skin, wash immediately with plenty of water and seek medical advice; in case of accident or if you feel unwell, seek medical advice. This material and its container must be disposed of in a safe way; use appropriate containment to avoid environmental contamination.

E-Liquid Return Policy

Unfortunately, we are not able to accept returns on e-liquid if it does not meet personal flavour expectations. Taste is a very subjective sense that will vary greatly from person to person. In accordance with our strict Quality Control guidelines, returned e-liquid could never be re-used for any purpose, so any open liquid will not be accepted.

Disposable Vape Return Policy

Unfortunately, we are not able to accept returns on disposable vapes unless they are dead on arrival. Disposable vapes are meant to be discarded once the battery or e-liquid inside the vape runs out and as WACS Vapoury cannot determine how often you are using the device so therefore unless it is dead on arrival we will not accept any returns. In accordance with our strict quality control guidelines, returned disposable vapes could never be re-used for any purpose, so any open disposable vapes will not be accepted.

Warranty Clause

Disposable vapes carry NO warranty due to them being disposable items.

Product images are for illustration purposes only. Actual product colour, finish and packaging may vary.

Limitation of Liability

WACS Vapoury shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the products on this site or the performance of the products, even if WACS Vapoury has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a WACS Vapoury product is mistakenly listed at an incorrect price, WACS Vapoury reserves the right to refuse or cancel any orders placed for a product listed at the incorrect price. WACS Vapoury reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, WACS Vapoury shall issue a credit to your credit card account in the amount of the incorrect price.

Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by WACS Vapoury without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a WACS Vapoury or other licensed employee, host, or representative, as well as other

members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organisation.

BATTERY SAFETY

WARRANTY VOID IF BATTERIES ARE NOT STORED APPROPRIATELY. Batteries need to be stored in silicone sleeves or protective cases. Batteries must never be unattended when charging. Mechanical mods can vent under the wrong conditions. Do not allow battery to drop below 3.5 volts. If any of these conditions are not met warranty void on all accounts. WACS Vapoury is not held liable to damages due to inappropriate use.

Detailed description of goods and/or services

WACS Vapoury is a business in the vaping industry which sells e-cigarettes, vapes, and e-liquids.

Delivery policy

Subject to availability and receipt of payment, requests will be processed within 2 days and delivery confirmed by way of email and courier tracking.

Export restriction

The offering on this website is available to South African residents only.

Return and Refunds policy

The provision of goods and services by WACS Vapoury is subject to availability. In cases of unavailability, WACS Vapoury will refund the client in full within 30 days.

Cancellation of orders by the client will attract a 20% administration fee.

Customer Privacy policy

WACS Vapoury shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

Payment options accepted

Payment may be made via Visa, MasterCard, or by bank transfer into the WACS Vapoury bank account, the details of which will be provided on request.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

Responsibility

WACS Vapoury takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and WACS Vapoury chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, in relation to WACS Vapoury.

Variation

WACS Vapoury may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by WACS Traders PTY LTD based in South Africa trading as WACS Vapoury and with registration number: 2023/827918/07.