

PRIVACY POLICY

This Privacy Policy applies to all users of our Website, related mobi-sites and software applications, collectively referred to as “**our Platforms**”, which are used to access and purchase our products and services.

The purpose of this Privacy Policy is to set out how, why and when Brilliant Biology Online (“**Brilliant Biology**”) uses your Personal Information so as to comply with the Protection of Personal Information Act 4 of 2013 (“**POPI**”).

It is important that you read this Privacy Policy together with our other terms and conditions, privacy notices or policies we may provide from time to time when we collect or use your Personal Information.

We respect your privacy and take the protection of Personal Information very seriously. We strive to deliver excellent service every time you shop with us, and to do this, we need to use some of your Personal Information. This Privacy Policy describes how we handle the Personal Information we collect about you and/or receive from you. By using our Platforms, you agree to the processing of your Personal Information as set out in this Privacy Policy.

In this Privacy Policy, the terms –

“**Personal Information**”, and “**process/processing**” bear the same meanings as set out in POPI.

“**we**”, “**us**” or “**our**” refers to Brilliant Biology.

“**you**” and “**your**” refers to every person that accesses or uses our Platforms also referred to as a user.

“**registered user(s)**” refers to anyone registered on our Platforms and has provided us with a unique email address and password as well as other Personal Information in order to order goods and services on our Platforms.

IF YOU ARE BELOW THE AGE OF 18

If you are below the age of 18 years, you must always get permission from your parent or guardian before you use our Platforms or give us your Personal Information. We may check that your parent or guardian has given you such permission, for example by asking you to provide us with your parent’s or guardian’s contact details so we can contact them. We may also check that the contact details you have given us are correct and are the details of a person who is actually your parent or guardian. If we are not able to verify such permission or if a parent or guardian confirms that you do not have their permission, you may not use our Platforms.

WHAT PERSONAL INFORMATION WE COLLECT AND PROCESS

Brilliant Biology processes Personal Information in a manner that is reasonable, adequate, relevant, non-excessive and purpose-specific. In order for users to access and use our Platforms we collect and process some Personal Information. When you become a registered user, we have to collect and process your Personal Information to render our services to you.

When you register to use our Platforms, we **may** collect the following Personal Information:

- name and surname.
- email address.
- physical address.
- gender.
- mobile phone number.
- online identifiers.
- date of birth.
- identification number.
- banking details where you are a subscriber to Brilliant Biology

Should your Personal Information change or you wish to amend and/or correct this Personal Information you can do this by updating your registered user information in your account profile.

You warrant that the information you have provided is accurate, current, true and correct and that does not impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

INFORMATION FROM USING OUR PLATFORMS

When you access our Platforms, whether or not you are a registered user, Brilliant Biology processes some of your Personal Information. Depending on how you access and use our Platforms, we may receive:

- log information, through online identifiers, including information on how, when and for how long you use our Platforms and other services, the content you view and search queries you submit.

- information about the equipment you use to access or use our Platforms, including the type of device you are using, how you access our Platforms, your browser or operating system and your Internet Protocol address.
- the geographic location from which you accessed our Platforms, including your device's global positioning system signal and information about nearby wifi networks and cell towers. We get this information when you use location-enabled services.
- other information about you from third parties, such as social media.

WHY DO WE PROCESS YOUR PERSONAL INFORMATION?

We process the Personal Information we collect and receive to:

- identify you;
- verify your identity;
- create a user account for you; and/or
- enter into a contract with you.

As a registered user, we also process your Personal Information in order to:

- fulfill our contractual obligations to you when you have ordered goods in order for us to deliver those goods and process returns.
- provide you with information, products or services you request from us.
- communicate with you regarding our Platforms and provide you with information, products or services, including billing, customer support, resolving complaints and quality control.
- notify you about changes to our Platforms, services and products, terms and conditions, privacy policy or notices, and any other changes that impact our Platforms, services and products.
- get feedback from you which we need to develop our products and services and grow our business.
- comply with any legal or regulatory obligations such as tax or financial laws.

- undertake research for statistical purposes. The research and statistics we get from this process do not include your Personal Information and cannot be linked to you, nor can you be identified from these statistics.

RETENTION AND RESTRICTION OF RECORDS

We keep your Personal Information for as long as:

- we need it to provide our Platforms, products or services to you.
- it is required or allowed by law and is in line with our internal retention policies.
- it is necessary to uphold the contract between you and us.
- you have agreed to us keeping your Personal Information subject to your request for us to stop processing your Personal Information.

We will retain your Personal Information for as long as is necessary to achieve the purpose for which this information was collected or subsequently processed. If your Personal Information is used for more than one purpose, we will retain it until the purpose with the latest period expires but we will stop using it for the purpose with a shorter period once that period expires.

By accessing and using the Platform, you consent to us retaining records of your Personal Information for no longer than may be necessary to achieve the purpose for which the information was initially collected or subsequently processed.

USER TRACKING AND COOKIES

When you access and use our Platforms we may use various technological tools to improve your experience on our websites through the use of cookies and/or user tracking.

Cookies are small text files placed on the device that you use to access our Platforms. These files do not contain your Personal Information but allow us to associate you with a particular device. Many websites use cookies and we use cookies to:

- make our Platforms more user friendly.
- personalise your interactions with our Platforms, tailor our services and Platforms to your interests and needs, and ensure they work on your device.
- send Opt-In marketing communication if you are not a registered user.

We will not use your Personal Information for any other purpose without your permission.

By accessing and using the Platform, you consent to our use of cookies.

WHO ELSE GETS TO PROCESS YOUR PERSONAL INFORMATION

We do not sell your Personal Information to third parties for their marketing or any other purposes.

We may provide or make your Personal Information available to:

- our employees, the staff of the companies in the Brilliant Biology Group and/or third party service providers in order to enable them to assist us to interact with you via our Platforms for the marketing, ordering or delivery of goods and Subscriptions where applicable.
- law enforcement, government officials, fraud detection agencies or other third parties when the disclosure of Personal Information is necessary or appropriate in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability or financial loss, to report or support the investigation into suspected illegal activity.
- third parties (such as a potential purchaser and its professional advisors) in the event of any reorganisation, merger, consolation, sale, joint venture, or other disposition of any or all of our assets.
- our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, public relations, technology services etc). However, our contracts dictate that these service providers may only use your Personal Information in connection with the services they perform for us and not for their own benefit or any other purpose and must treat such information as confidential information.

SECURING YOUR PERSONAL INFORMATION

We secure the integrity and confidentiality of your Personal Information in our possession or under our control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information; and unlawful access to or processing of Personal Information.

In order to implement and maintain such measures, we have in place policies, controls and related processes, which are reviewed and updated on a regular basis. Our policies, controls and procedures cover for example:

- physical, technical and network security.
- access controls and monitoring of access.
- secure storage, destruction and encryption of records of Personal Information.
- Personal Information breach reporting and remediation.
- by way of written agreements, imposition of security and confidentiality obligations on third parties (based within or outside the borders of South Africa) who process Personal Information as part of rendering services to us.

Should you disclose your Personal Information to any third party other than Brilliant Biology, or if a third party unlawfully acquires your Personal Information elsewhere, Brilliant Biology shall not be liable for any loss or damage arising from or suffered by you as a result of the disclosure or unlawful acquisition elsewhere (as the case may be) of such Personal Information. 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.

KNOW YOUR RIGHTS

Having provided adequate proof of your identity, you have the right to:

- view, correct, object and/or amend your Personal Information we process. Please note that as a registered user, you can do this through your user account for the Personal Information reflected therein.
- request a record or description of your Personal Information. Brilliant Biology may charge a fee in order to provide you with this record of your Personal Information. Where requests to access and amend your Personal Information are manifestly unfounded, excessive or repetitive Brilliant Biology may charge an additional administrative fee or refuse the request.
- request to have your Personal Information corrected, destroyed or deleted. Please note that you can stop being a registered user by cancelling your account. In this instance Brilliant Biology will only retain your Personal Information subject to any legislative requirement and/or our internal retention policy.

- us complying with your requests upon receipt unless we have credible reason why we cannot comply.
- us indicating where, if we cannot agree whether to correct or delete your Personal Information as requested, that a correction or deletion was requested but was not made.
- inform you if reasonably practicable, should we change your Personal Information and this has an impact on decisions about you.
- notify you of the action taken by us because of your request.
- notify you of unauthorised access to your Personal Information.
- provide you with reasonable evidence of our compliance with our obligations under this Privacy Policy on reasonable notice and request.
- Submit a complaint to the Information Regulator.

This version of the Privacy Policy replaces any preceding privacy policy provisions on our website. We may occasionally update this Privacy Policy. When you use our Platforms the version of the Privacy Policy posted on this page applies to you.

REFUND POLICY

1. Introduction

At Brilliant Biology, we strive to provide high-quality products and excellent service. If you are not fully satisfied with your purchase, we offer a returns policy to ensure your satisfaction. This policy applies to all purchases made through our website www.brilliantbiology.co.za or at our events.

2. Eligibility for Returns

2.1 Merchandise Returns: You may return most merchandise items, including biology-related products, educational materials, and science kits, within **30** days of receiving your order.

A product can only be returned, provided:

- it is **undamaged and unused**, in the original packaging with the original labels and stickers still attached;
- it is not missing any **accessories or parts**;
- it is due to one of the reasons listed below:

1. The product is not what you ordered

If we accidentally deliver the wrong product to you, or if the product is not as described on the Website, please notify us and we will collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice deliver the correct product to you as soon as possible (if the correct product is available); or credit your account with the purchase price of the product within 10 days of the return (or refund you if that is your preference).

2. The product is defective

We do our best to ensure that the products we deliver to you are of a high quality, and in good working order and without defects.

What is a defect? A defect is a material imperfection in the manufacture of a product or any characteristic of a product, which makes the product less acceptable than one would reasonably be entitled to expect in the circumstances.

The following will **NOT** be regarded as defects and will not entitle you to a return under this section 3:

- faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the product;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the product;
- damage arising from unauthorised alterations to the product;

- where the specifications of a product, although accurately described on the Website and generally fit for its intended purpose, do not suit you

3. Product is damaged on delivery

Should a product be damaged or missing any parts or accessories at the time of delivery / collection, **please notify us within 7 days** of such delivery / collection by logging a return on the Website.

We will arrange to collect the product from you at no charge. Once we have inspected the product and validated your return, we will at your choice repair / replace the product as soon as possible (if such repair is possible/ we have the same product in stock to use as a replacement) or credit your account with the purchase price of the product (or refund you if that is your preference).

2.2 Study Notes and Digital Products: Due to the nature of digital products, including study notes, e-books, and downloadable content, these items are *non-returnable* and *non-refundable* once accessed or downloaded. Please ensure you review product descriptions and previews carefully before purchase.

2.3 Science Experiment Services: For science experiments conducted at children's birthday parties or other events, cancellations or changes to scheduled services must be made at least **14 days** in advance. A refund or rescheduling may be offered based on availability and the nature of the service.

2.4. Non-Returnable Items

The following items are classified as non-returnable:

- Digital products and downloadable content
- Customised or personalised items
- Items marked as final sale or clearance

3. How to Return an Item

3.1 Return Process: To initiate a return, please follow these steps:

1. Contact our Customer Service team at admin@brilliantbiology.co.za to request a Return Merchandise Authorisation (RMA) number. Include your order number, a brief description of the issue, photographi evidence and the reason for the return.
2. Once you receive the RMA number, securely pack the item(s) in their original packaging and include a copy of your receipt or proof of purchase.
3. Ship the return to the address provided by our Customer Service team. Please note that you are responsible for the return shipping costs unless the return is due to an error on our part or a defective item.

3.2 Inspection and Processing: Upon receipt of your return, we will inspect the item(s) to ensure they meet our return criteria. If approved, we will process your refund or exchange within 7-10 business days. Refunds will be issued to the original payment method.

4. Refunds and Exchanges

4.1 Refunds: Refunds will be issued for the purchase price of the returned item(s) minus any shipping charges. Refunds will be processed to the original payment method used at the time of purchase. Please allow 7-10 business days for the refund to reflect in your account.

4.2 Exchanges: If you prefer an exchange rather than a refund, please indicate this when contacting our Customer Service team. Exchanges are subject to product availability.

4.3 Gift Vouchers & Coupons

There are two types of Coupons: a Coupon with a fixed amount of a discount, e.g. R100 off ("**Fixed Coupon**"), and a Coupon with a percentage discount, e.g. 10% off ("**Percentage Coupon**").

Where you have used a Fixed Coupon to pay for an order, and you or Brilliant Biology later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with the Returns Policy, the value of the Fixed Coupon will be deducted off the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement Fixed Coupon of

the same value as the original Fixed Coupon used. Brilliant Biology may in its sole discretion impose restrictions on the use of the replacement Fixed Coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).

Where you have used a Percentage Coupon to pay for an order, and you or Brilliant Biology later cancels your order (or part thereof) prior to delivery of the relevant product(s), or you log a return of one or more products for a credit in accordance with the Returns Policy, the value of the discount received using the Percentage Coupon will be deducted off the purchase price of the cancelled or returned product(s) (as applicable), and we will credit your account for the balance, if any (or refund you if that is your preference). We will also provide you with a replacement Fixed Coupon of the same value as the discount received using the original Percentage Coupon. Brilliant Biology may in its sole discretion impose restrictions on the use of the replacement Fixed Coupon. For any subsequent cancellations or returns arising out of the same order, we will credit your account as normal with the value of the returned product (or refund you if that is your preference).

4.4 Refund exceptions

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

If you return a product that does not comply with this Policy, you may be liable to reimburse Brilliant Biology for the cost of collecting the product from you and the cost of having the product returned to you.

If your return is refused in terms of this Policy and we are unable to return your product to you within 30 days of the refusal due to your unavailability or refusal to accept delivery of the product, the product will be deemed abandoned by you on expiry of the 30 day period and we may dispose of the product in any manner we deem fit.

5. Contact Us

If you have any questions about our returns policy or need assistance with a return, please contact us at:

Brilliant Biology

Email: admin@brilliantbiology.co.za

Whatsapp: 074 071 3665

TERMS AND CONDITIONS

1. Introduction

Welcome to Brilliant Biology. These Terms and Conditions govern your use of our website www.brilliantbiology.co.za, our products, services, and any transactions conducted through our online shop. By accessing or using our website and services, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, please do not use our website or services.

2. Products and Services

2.1 Product Descriptions: We strive to provide accurate and up-to-date information about our products, including biology merchandise, study notes, and science experiment services. However, we do not warrant that product descriptions or other content on our website is accurate, complete, reliable, current, or error-free.

2.2 Availability: All products and services are subject to availability. We reserve the right to limit the quantity of items you can purchase or to discontinue any product or service at our sole discretion.

2.3 Pricing: Prices for our products and services are as listed on our website and are subject to change without notice. All prices are in [currency], and applicable taxes or shipping fees will be added to your total at checkout.

3. Orders and Payments

3.1 Order Acceptance: Your order constitutes an offer to purchase products or services from us. We reserve the right to accept or decline your order at our discretion, including after we have sent you a confirmation email.

3.2 Payment: Payment for orders can be made using the payment methods available on our website. By providing payment information, you authorize us to charge the applicable amount to your payment method.

3.3 Order Confirmation: After placing an order, you will receive an order confirmation email with details of your purchase. This email does not constitute acceptance of your order but serves as confirmation that we have received your order.

4. Shipping and Delivery

4.1 Shipping: We will process and ship your order in accordance with the shipping method you select at checkout. Shipping costs and delivery times will be calculated based on the shipping address and chosen method.

4.2 Delivery: Delivery times are estimates and may vary based on factors such as your location, product availability, and carrier delays. We are not responsible for any delays caused by the shipping carrier or any issues arising from incorrect shipping information provided by you.

4.3 Risk of Loss: Risk of loss or damage to products passes to you upon delivery to the shipping carrier. Once the carrier confirms receipt of the shipment, the responsibility for the product is transferred to you.

5. Returns and Refunds

Please refer to our Returns Policy [[insert link to Returns Policy](#)] for information on how to return products, request refunds, and process exchanges. Our Returns Policy is incorporated by reference into these Terms and Conditions.

6. Intellectual Property

6.1 Ownership: All content on our website, including text, graphics, logos, images, and software, is the property of Brilliant Biology or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute any content from our website without our prior written consent.

6.2 Trademarks: The Brilliant Biology name, logo, and other trademarks are owned by Brilliant Biology. You may not use these trademarks without our prior written permission.

7. User Responsibilities

7.1 Account Security: If you create an account on our website, you are responsible for maintaining the confidentiality of your account information and password. You agree to notify us immediately of any unauthorized use of your account.

7.2 Prohibited Activities: You agree not to engage in any activity that interferes with or disrupts our website or services, including but not limited to unauthorized access, spamming, or any form of automated data collection.

8. Limitation of Liability

8.1 Disclaimer of Warranties: Our website and services are provided on an "as-is" and "as-available" basis without any warranties of any kind, either express or implied. We do

not guarantee that our website or services will be uninterrupted, error-free, or free from viruses or other harmful components.

8.2 Limitation of Liability: To the fullest extent permitted by law, Brilliant Biology shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our website or services, even if we have been advised of the possibility of such damages. Our total liability shall not exceed the amount paid by you for the products or services in question.

9. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law principles. Any disputes arising under or in connection with these Terms and Conditions shall be resolved in the courts of Gauteng.

10. Changes to Terms and Conditions

We reserve the right to modify these Terms and Conditions at any time. Any changes will be posted on this page with an updated effective date. Your continued use of our website and services after any changes constitutes your acceptance of the revised Terms and Conditions