

TERMS & CONDITIONS

Language note / informativa sulla lingua:

ITALIAN: Le seguenti Terms and Conditions e le Privacy Policy sono redatte in lingua inglese. Con la Vostra adesione all'acquisto di prodotti e servizi Beast Voi dichiarate di conoscere la lingua inglese e di aver compreso integralmente il contenuto delle presenti Terms and Conditions e delle Privacy Policy. Qualora abbiate bisogno di qualsivoglia chiarimento al riguardo non esitate a scrivere a info@beast-technologies.com prima di perfezionare l'acquisto.

ENGLISH: To the extent that any information, condition, provision, term, and policy is provided in English only, by accepting this agreement, you declare to understand and be aware of the content of the same regardless of your language.

The following general terms and conditions (hereinafter referred to as “T&C” or the “Terms and Conditions”) apply to the sale and purchase agreement (hereinafter referred to as “Agreement”) of the products and services distributed by Beast Technologies S.r.l. – a company organized and incorporated under the laws of Italy, with registered office in Via Cairoli 4, 25122 Brescia, Italy, tax code and VAT number 03557770983 – (hereinafter referred to as “BEAST”), through authorized dealers, distributors, and agents and/or through its website www.thisisbeast.com (hereinafter referred to as the “Website”).

These T&C define the conditions under which any user (or client) use the services or buy the products and services sold and provided by BEAST.

By accepting this Agreement the user (or client) declares his/her acceptance of the T&C before placing any order.

The user (or client) hereby guarantees that his/her/its personal data provided during the registration procedure provided for in the Website are complete and truthful and undertakes to indemnify and hold harmless BEAST from and against any losses, damages and/or liabilities deriving from and/or connected to the violation of the regulations concerning the registration on the Website or the conservation of the related credentials.

1. Validity of the T&C

Your purchase of any service and product from Beast includes the following documents:

- The T&C reported in this page;
- The order confirmation received via e-mail.

The order confirmation will be sent by BEAST once the user (or client) has completed the following steps in the website: (i) selected the product (or products); (ii) added those product (or products) to cart; (iii) logged in or registered on the BEAST website and accepted the T&C; (iv) proceeded to checkout entering all the required information functional to delivery and billing purposes; (v) placed the order and confirmed the payment method and completed the payment process.

By clicking on the "Place Order" button, the user (or client) is placing a binding order for the products shown in its basket, confirming the authorization to place such an order.

The description and photographs of products on the BEAST website have illustrative purposes and do not constitute a legally binding offer (the colors in particular may not exactly correspond to the real ones due to the internet browser or monitor characteristics). There is no legal claim to the availability and deliverability of the products shown in the website.

Whether, before the delivery of the order, the product (or products) will not be available anymore due to occurred damages or supply stock outs (of which BEAST is not responsible), BEAST will

promptly inform the user (or client) about the inconvenience and reimburse the equivalent amount of any payment received.

BEAST is entitled to reject any order made by the user (or client) and withdraw from the Agreement without citing reasons. In particular, BEAST reserves the right to reject an offer if: the delivery address is outside the countries currently served by its transportation providers; the delivery address indicated by the user (or client) will result incorrect or incomplete; there is the suspect that the person placing the orders is not a consumer acting outside his/her scope of business; the payment is not received within 48 hours from the order confirmation or within 24 hours from the email reminder.

The order will be processed by BEAST according to the procedure reported above and to the specific timing reported in each product page of the website. BEAST will not be responsible for any damages occurred to the products for their usage after the delivery from the transportation carriers and for delays in delivery due to the latter.

No other general or particular conditions can replace or substitute the T&C set in this page.

Should one or more provisions of these T&C be defined invalid under any law, regulation or following a final decision taken by a competent jurisdiction, the other provisions will hold their value.

2. Prices

If based on your IP address, you are classified as a user (or client) from the Eurozone, the prices shown on the BEAST website are in Euro and include VAT (if applicable) according to the applicable law.

If based on your IP address, you are classified as a user (or client) NOT from the Eurozone, the prices shown on the BEAST website are in US Dollars and include VAT (if applicable) according to the applicable law.

Transportation costs will be shown separately in the order checkout page.

3. Payment

The user (or client) who wishes to conclude the Agreement and purchase the product (or products) must express this willingness by clicking the place order button in the checkout page of the Website, where, following the procedures described above, it will send the purchase order confirmation and proceed to the payment.

The payment is due from the time of order. The user (or client) undertakes to pay the agreed price for the product ordered on the website (product price and shipping) by using the payment methods made available.

In the case of credit card payment, BEAST has the rights to request the copy of an identity document confirming the ownership of the credit card. The payment method data will be processed through a server-to-server secure connection that utilize the SSL Protocol (Secure Sockets Layer). BEAST is not responsible of any payment gateways pages that are not directly managed by BEAST itself.

4. Transportation risks transfer

The transfer of the transportation risks from BEAST to the client applies with the delivery of the product (or products) operated by the carrier to the address indicated by the client.

During the possible withdrawal period referred below, the client is responsible for the product (or products) as guardian. In case of damage or destruction of the product (or products) during the custody of the client, the client will be considered responsible.

5. Order Delivery

Orders will be delivered from the transportation carrier appointed by BEAST from Monday to Saturday.

The user (or client) is responsible for the delivery address indicated in the checkout page. Delivery is to the ground floor front door of the building and does not include any assembly or unpacking services. Floor delivery has to be requested before placing the order and implies extra-costs, if available. Mail boxes will not be considered eligible for delivery for certain products. The delivery note issued by the transportation carrier will constitute a proof of transport and risks transfer.

BEAST recommends the client to carry out a check of the delivered product (or products) packaging before signing the delivery note. Whether some anomalies might be noted the customer must refuse the delivery of the product (or products) or write down any reserve, detailed and dated, in the delivery note receipt. These notes must be confirmed to BEAST by writing to [sales@beast-technologies.com] within three (3) business days from the delivery.

6. Right of withdrawal

If the client (user) is a physical person concluding the purchase for a purpose that cannot be ascribed either to his/her commercial or independent professional activities and is subject to Italian or European laws, he/she may withdraw from the Agreement within a period of 14 days, without citing any reasons, by writing to BEAST at the following address “*Beast Technologies S.r.l., Vicolo Calusca 8, 20123 Milan, Italy*” and also an email at sales@beast-technologies.com.

Whether the product (or products) have already been delivered, the aforementioned 14 days period starts with the delivery itself of the product (or products). In that case the client will be responsible to return the product (or products) to Beast Technologies S.r.l. at the following address: *Beast Technologies S.r.l., Vicolo Calusca 8, 20123 Milan, Italy*.

The return of any damaged or incorrect product will be free of charge (the equivalent cost will be reimbursed to the client), while if the return applies to products that were corresponding to the order and have been delivered intact you will have to sustain the delivery costs.

If the client (user) (i) is NOT a physical person and/or (ii) is concluding the purchase for a purpose that can be ascribed either to his/her commercial or independent professional activities and/or is NOT subject to Italian or European laws, he/she/it may not withdraw from the Agreement.

7. Delivery

That cost may vary depending upon the size and number of products.

Products damaged by the client for malpractice/incorrect use will not be replaced or refunded by BEAST.

A copy of the delivery note will need to be placed inside the return packing box.

The risks of transport for the return of the product (or products) is on the client.

Refunds will be done within a period of thirty (30) days from the date on which the products are safely returned to BEAST.

8. Exceptions to the right of withdrawal

The right of withdrawal does not apply on those products that are customized and/or manufactured on a single order basis (D. Lgs. 6/9/2005 n. 206 of the Republic of Italy). This production characteristic is reported in description provided in each product page.

9. Warranty

The BEAST team checks, on a random base, the product (or products) before its shipment.

In the event of defective products the client has the right to have it remedied (delivery of non-defective goods):

- within 2 (two) years of the moment of purchase (if you are a physical person concluding the purchase for a purpose that cannot be ascribed either to his/her commercial or independent professional activities subject to Italian or European laws); or
- within 1 (one) year of the moment of purchase if the client (user) (i) is NOT a physical person and/or (ii) is concluding the purchase for a purpose that can be ascribed either to his/her commercial or independent professional activities and/or is NOT subject to Italian or laws of any European country.

No other warranty is provided thereafter.

The BEAST warranty that does not cover moisture, or water damage.

The product (or products) which the user claims as defective are be sent to Beast Technologies at the following address: “*Beast Technologies S.r.l., Vicolo Calusca 8, 20123 Milan, Italy*”.

BEAST will evaluate the existence or otherwise of the claimed defect.

BEAST hereby reserves the right to ask the client to enclose the invoice and/or transport document or any other document that proves the date of purchase.

10. Exclusions of Warranty

The warranty provided under Paragraph 9 above shall not apply in the event of:

1. normal wear and tear,
2. the item has been used in ways other than the proper use;
3. The BEAST product was NOT purchased from an authorized Beast dealer, retailers, agents or distributors;
4. damage caused by improper handling, or
5. damage caused by misuse contrary to intended or recommended use or alteration of the Beast products, such as, but not limited to, moisture, water, or sweat damage sufficient to affect the proper function of the product.

(Without limiting the foregoing, damage resulting from bending or dropping the BEAST products will be deemed the result of abuse or misuse.)

BEAST does not warrant that the operation of the BEAST products will be uninterrupted or error free, or that the BEAST products will work with any hardware or software provided by a third party. BEAST has no responsibility for any harm to your computer system, loss or corruption of data (including your biometric data), or other harm that may result from your use of the app, website, or portal. We do not warrant that the BEAST software will meet your requirements or that the operation thereof will be uninterrupted or error free.

11. Disclaimer

Your BEAST products are not water-proof. Do not submerge the device in any liquid.

Do not wear the BEAST products and exercise while it is connected to a USB connector.

Never attempt to repair or modify your BEAST products yourself.

Disassembling the BEAST products will void your warranty.

The rechargeable battery should only be replaced by an authorized BEAST products Provider.

The material in the instruction guide and website is for information purposes only. The BEAST products described is subject to change without prior notice, due to the manufacturer's continuous development program.

The BEAST products, instruction guide, and website are intended to support a sensible approach to health and fitness. They are not intended to replace professional medical advice related to exercise, fitness, weight training, or weight-loss.

BEAST shall not be liable for any damages, direct or incidental, consequential or special, arising out of, or related to, the use of the BEAST products and accompanying documents.

If you experience severe or prolonged discomfort or pain at any time, see your doctor immediately. The information in the instruction guide is intended to be used as a general guide only and may not be appropriate to specific users.

Always consult a doctor before beginning a new exercise regime or program of any kind.

12. Limitations of Liability

You expressly agree that BEAST is not providing medical advice via the devices app, Website, or portal. The content provided through the app, website, or portal, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by us or by other account holders or third parties is not intended to be and should not be used in place of (a) the advice of your physician or other medical professionals, (b) a visit, call or consultation with your physician or other medical professionals, or (c) information contained on or in any product packaging or label. Should you have any health related questions, please call or see your physician or other healthcare provider promptly. Should you have an emergency, call your physician or 113 (Italy) or the other number applicable in your Country immediately. You should never disregard medical advice or delay in seeking medical advice because of any content presented on the devices, app, Website, or portal, and you should not use any BEAST content for diagnosing or treating a health problem. The transmission and receipt of our content, in whole or in part, or communication via the internet, e-mail or other means does not constitute or create a doctor-patient, therapist-patient, or other healthcare professional relationship between you and BEAST.

BEAST shall not be liable for any physical and personal harm to the user and/or third party due to the use of the products, app, Website or portal.

You expressly agree that your athletic activities, which generate the content you post or seek to post on the app, Website, or portal carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities even if caused in whole or part by the action, inaction or negligence of BEAST or by the action, inaction or negligence of others. You also expressly agree that BEAST does not assume responsibility for the inspection, supervision, preparation, or conduct of any competition, contest, group session or event that utilizes BEAST.

You expressly agree to release BEAST, its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors (the "released parties") from any and all liability connected with your athletic activities, and promise not to sue the released parties for any claims, actions, injuries, damages, or losses associated with your athletic activities. You also agree that in no event shall the released parties be liable to you or any third party for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with (a) your use or misuse of the device, app, website, or portal, (b) your use or misuse of equipment or programs created or licensed by BEAST while engaged in athletic activities, (c) your dealings with third

party service providers or advertisers available through the app, website, or portal, (d) any delay or inability to use the app, Website, or portal experienced by you, (e) any information, software, products, services or content obtained through the site, whether based on contract, tort, strict liability or otherwise, even if BEAST has been advised of the possibility of damages.

13. Copyrights

BEAST informs that the Website, as well as all trademarks, trade-names and logos used in connection with the sale of the products offered and/or BEAST, are protected by the intellectual and industrial property rights applicable.

Any kind of reproduction, communication, distribution, publication, alteration or transformation, in any form or for any purpose, is forbidden. BEAST will proceed legally to protect these aspects.

14. Personal data protection

To the extent allowed under applicable laws, BEAST is the holder and owner of personal data collected when the user (or client) register to the Website and of the data and information acquired in accordance with the [Privacy Policy](#), as well as those subsequently submitted at the order, except for the information related to the payment process for which each bank or payment gateway is responsible.

The personal data requested during the BEAST website registration process must be provided in a full and correct manner.

Whether the data provided should change, the user (or client) is obliged to update his account with immediate effect.

For any further information on personal data, including the rights governed by the Art.7 Lgs. D. 196/03, please refer to the [Privacy Policy](#).

15. Contacts

For any communication, question, query, request please contact Beast Technologies S.r.l. at the following address:

*Beast Technologies S.r.l.,
Vicolo Calusca 8, 20123 Milan, Italy
Email: info@beast-technologies.com*

16. Modifications

The T&C may be amended from time to time due to modifications in laws and regulations or other reasons.

17. Governing law and competent venue

These T&C, the sale and purchase agreement, the Privacy Policy shall be governed by Italian law (without regard to conflict of laws principles and rules and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods). The Courts of Milan (Italy) (*Tribunale di Milano*) shall have exclusive jurisdiction and venue over all disputes arising out of the same and purchase agreement, the T&C, the Privacy Policy.