



Building Momentous Experiences

86-90 Paul Street, London,
EC2A 4NE, United Kingdom

www.thebmegroup.com

Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

Your access or use of BME Online store indicates your understanding of the agreement to be bound by these Terms and Conditions of use.

Please note that BME reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms and Conditions of use. Changes will be effective when posted on the website with no other notice provided. Please check these Terms and Conditions of use regularly for updates. **Entering the site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.**

User Account

If you use BME online store, you are responsible for maintaining the confidentiality of the information you submit through "My Account" and the corresponding password as well as restricting access to your computer to avoid the transfer of your account information by other users. You agree to accept responsibility for all activities that occur under "My Account" or password. We reserve the right to refuse service, terminate accounts and remove or edit content submitted by you on the Site.

Copyright

All of the names, titles, logos, and designs on the website identifying our products and brands, including any derivative and related names, titles, logos and designs, are trade-marks as well as the sole and exclusive property of BME online store . All other names, titles, logos and designs appearing on BME online store are the property of their respective owners. Any use of any trademarks appearing on BME online store without the express written consent of the owner of the trademark is strictly prohibited.

BME online store contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, photographs, graphics, images, illustrations, audio, video and the entire contents of BME online store also are protected by copyright as a collective work and/or compilation under the UK copyright laws, international conventions and other copyright laws.



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Usage by Minors

This Site is not intended for or directed to persons who are minors (typically persons under the age of 18, depending on where you live) otherwise, because we cannot prohibit minors from accessing, viewing, browsing, visiting or purchasing on the site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By registering with this site, purchasing products from us or providing us with any information, you indicate that you are legally permitted to enter into a binding contract (18 years of age or older in most jurisdictions) or, if you are under the legal age of consent, you have the express permission from your parent or guardian and that any information you provide to us is not inaccurate, deceptive or misleading.

We require that all purchases be made either (i) by individuals who are not minors and who can legally enter into binding contracts (typically persons 18 years of age or older, depending on where you live), or (ii) by minors with the permission of a parent or guardian to purchase items on the site.

Termination of Usage

We may terminate your access or suspend your right to access to all or part of the site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law, is in breach of these Terms and Conditions or is harmful to the interests of other users, associates, or the company itself. In addition, we reserve the right to refuse an order from any customer at our sole discretion.

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Prices and Availability of Products

Prices and availability of products on the site are subject to change without notice. **Errors will be corrected when discovered.** Our site contains a large number of products and it is always possible that, despite our best efforts, some of the products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection. We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an **Order Confirmation** or a **Shipping Confirmation**, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a pricing error.

On occasion, you may be able to place a product in your store ping cart and submit your order for processing, but your order is subsequently cancelled due to unavailability of product. You acknowledge that products may sell quickly and there may be a short period of time after an order has been submitted, but where the product is no longer available. You agree that we may cancel your order even after you have received an Order Confirmation without penalty.

On very rare occasions, you may receive a **Shipping Confirmation** from us, but the product is no longer available in our or our third party fulfillment provider's inventory. You agree that we may rescind our acceptance and cancel your order without penalty if we are unable to ship the product you ordered due to unavailability.

Shipping

The term shipping or ship includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavor to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order that allows for each product to reach at the earliest time possible. In these instances, our notification to you that your order has shipped marks the time when shipping has commenced; it does not mean that all items in the order have been shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. You agree that



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credit cards and debit cards are to be charged on the date of order placed, not the date of shipping.

You also agree that the courier company has delivery service within Major City limits. Any territory beyond the city limits will fall outside the delivery parameter and all the shipments to ODA (Outside Delivery Area) will be delivered once or twice a week and NSA (No Service Area) the order will be cancelled even after the shipment has been dispatched.

Pre-Order

When an item opens for Pre-Order, we include our best estimate of the availability date. We will always do our best to meet this date. However sometimes production and shipping schedules change, which means we need to update the timing accordingly.

Note: Your credit card will be charged immediately once your Pre-Order is submitted.

Warranty

Consoles (Hardware), Games (Software), accessories and subscription cards do not carry any warranty. However, some Accessories & Console (Hardware) have different warranty conditions depending on the manufacturer only if mentioned on the products page. In case of warranty claim the customer can contact our customer service team on orders@bme-store.com

Cancellation of order

Digital Goods: Buyers agree and acknowledge that all digital goods, gaming codes, top-up cards and in-game currencies are strictly nonrefundable. Once payment has been confirmed through any available channel on BME Store and the code has been sent to the buyer the code becomes strictly nonrefundable and nontransferable. Moreover, buyers are solely responsible for choosing the correct region that matches their in-game, mobile application or console store account.

Physical Goods: In case you would like to cancel your order kindly send us an email on orders@bme-store.com within 24 hours of your confirmation of order.



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If your order is not shipped we will cancel the order and will process a full refund.

In case the order is cancelled after the shipment is dispatched, we will refund the amount after deducting the shipping fee as reflected in your order confirmation.

Delivery

Product(s) will be delivered to the delivery address provided by the customer. BME online store will use its discretion in selecting a reputable carrier and appropriate means of delivery.

Force Majeure

BME online store shall not be liable for any delay or failure in its performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of Seller. Quantities are subject to availability. In the event of shortage, KOTM may allocate sales and deliveries at its sole discretion.

Dealing with Third Parties

You acknowledge and agree that your correspondence or business dealings with any third parties, including without limitation any merchants or advertisers, found on or through BME online store, including without limitation payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between you and such third parties. BME online store assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be yours alone. You agree that BME shall not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such dealings or transactions.



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Termination

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate the Terms and Conditions or revoke any or all of your rights granted under the Terms and Conditions. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination. You furthermore agree that the Site shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with the Site or with any terms, conditions, rules, policies, guidelines, or practices in operating the Site, your sole and exclusive remedy is to discontinue using the Site.

Special Cases

Kindly be informed that ordered items are subjected to availability

In case your order has a high money value you will be asked for a down payment to paid in our account or Cash in advance through our finance department at BME`s premises

In case of return and the payment method was cash on delivery, the customer is eligible for cash refund within 10 days, after the 10 days if the customer was unreachable the money will be refunded in the form of a voucher and the customer can't request cash anymore

Marketing & Gift vouchers should be used once per customer. Customer is requested to have only one account on the website

In case of creating multiple accounts or using any voucher more than once, BME has the right to take legal actions against the customer

Any voucher abuse will be handled by BME`s legal team and the customer account will be blacklisted and will not be able to place any orders again



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