

TERMS AND CONDITIONS

This website is owned and operated by Beary Fun Friends LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers photos, pricing, and specifics to visitors that would like to book a party or special event with Beary Fun Friends LLC. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item or booking a party with Beary Fun Friends LLC, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it (ii) you are responsible for reading the full event details to understand what is included in the party package you choose (iii) you enter into a legally binding contract to purchase an item when you commit to buy and or complete the check-out payment process (iv) you enter into a legally binding contract to maintain the scheduled event date without canceling or rescheduling the event once you commit to a scheduled date and complete the check-out process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

“The fee for the services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be added on and charged at your time of checkout.

Return and refund policy

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following

products are not eligible for return: any item that has been colored on, decorated, personalized.

Retention of right to change offering

We may, without prior notice, change the service pricing; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Responsibility for services and products

When we receive a valid complaint for a product purchased from us within the last 30 days, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. The customer will be responsible for returning shipment of the product to us and we will pay for shipment of repaired or replaced products to the customer.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Sari Mustizer. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

Indemnification

You agree to indemnify and hold Beary Fun Friends LLC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Beary Fun Friends LLC, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Sari Mustizer and/or Beary Fun Friends LLC assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of United States, South Carolina, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in [Name of the city of the courts]. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Customer support details & contact info

Sari Mustizer, Owner
315-778-3404

Terms and Conditions effective July 18, 2024