

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.romanticruby.com** (the "Site"). This Site is owned and operated by Romantic Ruby. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Romantic Ruby and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Lingerie;
- Adult Toys; and
- BDSM.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information,

descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- PayPal.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard delivery by post within Australia. Delivery takes 2-5 business days for Metropolitan areas, 5-7 business days for Regional areas.;
- Express delivery by post within Australia. Delivery takes 1-2 business days for Metropolitan areas, 2-3 business days for Regional areas.; or
- Standard and Express delivery by post for International shipping. Please note that international shipping times may vary depending on your location..

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Australia your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 14 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size;
- Good does not meet the purchaser's expectations; or
- _____
_____.

Refunds do not apply to the following goods:

- Sale items;
- Products that are opened, used, or worn and not in its original packaging or tags intact.;
and
- No exchanges for adult toys..

Returns

Returns can be made by mail. To return a good by mail, follow the following procedure: Pack your goods (unopened, unworn, unused, with its original packaging and tag intact) and return to the provided address included in the email instruction. Go to your nearest post office and pay the necessary postage.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Romantic Ruby and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Romantic Ruby and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Victoria.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Ask@romanticruby.com

PO BOX 130 Sandown Village, VIC, Australia 3171

You can also contact us through the Contact Us form available on our Site.

Effective Date: 7th day of April, 2024

