



Erossimo
www.erossimo.co.uk

Terms & Conditions

Welcome to the Erossimo website terms and conditions. These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. We also reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You are advised to check these Terms & Conditions periodically for any changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. Before you place an order, if you have any questions relating to these terms and conditions please contact our Customer Services Department by emailing: service@erossimo.co.uk.

Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

Definitions

"Conditions" means these terms and conditions and the Special Conditions; "Product" means a product displayed for sale on the Website; "Product Description" means that part of the Website where certain terms and conditions in respect of the individual Product are provided; "Special Conditions" means the terms and conditions in the Product Description; "Users" means the users of the Website collectively; "Personal Information" means the details provided by you on registration; "We/Us/Erossimo" means Erossimo Ltd and our Affiliates; "Website" means the website located at www.erossimo.co.uk or any subsequent URL which we may own or operate currently or in the future; "Cookies" means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer; "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands and "You" means a user of this Website.

Use of the Website

Access: This Website is for the use and access by individuals who are eighteen (18) years of age or older and is strictly not for use by Minors or Children or directed toward them. All models used on this website are over 18 years of age. You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions and you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed this agreement.

Registration: You warrant that: The Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and you will notify us immediately of any changes to the Personal Information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your password, user account, and/or access to this Website (or any part thereof), and delete all related information and files in your user account and/or bar any further access to such information and/or files, or our Website.

Our Rights

We reserve the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) including, but not limited to; restricting the time the Website is available, restricting the amount of use permitted, restricting or terminating any user's right to use the Website with or without notice to

you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms and Conditions have been changed. If you do not agree to any change to the Terms and Conditions then you must immediately stop using the Website.

Copyright

All Content is copyrighted under applicable copyright laws, including United Kingdom, Irish and European Union copyright laws (and, if applicable, similar laws in other jurisdictions), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

Third Party Links

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly for; the privacy practices of such websites, the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources and the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources. You should direct any concerns with respect to any other website to that website's administrator or webmaster.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

Product Availability

Products that are in stock are usually dispatched within 1 working day. If for any reason we are out of stock, we would expect to fulfil your order within about 14 days though generally this is much quicker. If there is a manufacturing delay with any products you will be notified by email as soon as we are aware. If we are unable to provide you with the goods you have ordered, you will be contacted as soon as possible at which point you will be offered the choice of accepting substitute goods of equivalent value or a complete refund of any sums that you have paid. Prices are correct at the time the information is entered, but we reserve the right to change any prices without prior notice. Any order you make through the Erossimo website is subject to acceptance and availability, we reserve the right to refuse your order at our discretion and for any reason without explanation.

Courier Services

We use Royal Mail and Parcel Force; your products will be dispatched by the choice you select during checkout.

Royal Mail: If you are not in when your parcel arrives they will keep the package at their local depot for 7 days enabling you to pick it up. After 7 days the parcel will be returned to us, in which case we reserve the right to charge an additional delivery fee for the return service.

Parcel Force: If you are not in when your parcel arrives they will keep the package at their local depot

for 5 days enabling you to pick it up. After 5 days the parcel will be returned to us, in which case we reserve the right to charge an additional delivery fee for the return service.

Contract Formation

Please note that the contract of purchase will exist between you and Erossimo Ltd. The contract between us will be formed once we confirm to you acceptance of your order. We will do this by email for internet orders, by telephone for phone orders and for postal orders, when we despatch the goods. Prior to then we will be under no obligation to supply you with the goods you have ordered.

Health Disclaimer and Use of Products

This Website provides Adult Novelty products for sale over the Internet and is intended only to offer users a choice to purchase such items. Erossimo is not a Medical, Sexual or Social Advice Organisation and our staff cannot give formal advice or suggestions on use of our products. Such choices remain at the complete judgement and discretion of the purchaser and all products are sold on this basis. Nothing contained in this Website should be construed advice or diagnosis. The information generated by us should not be interpreted as a substitute for specialist consultation or advice. You are urged and advised to seek medical advice if you intend to use any product we sell. This Website is intended for use only by consenting adult individuals and is not intended for use by minors, or individuals with any type of health condition or moral issues. All individuals are specifically advised to seek professional medical advice prior to initiating any form of product use. Erossimo cannot be held responsible for any injury caused by the improper use of any of our products or for damages caused if any of our products contain latex or phthalates.

Privacy

Erossimo are committed to protecting your privacy and security and will treat all of your Personal Information as confidential when you shop on this Website. We will ask you to input and will collect Personal Information from you such as your name, e-mail address, billing address, delivery address, telephone number, product selections and a password. All of the data that we collect from you will be processed in strict confidence and used only for the purposes of processing your order. We operate a strict "need to know" policy and only officers, directors, employees and controlled agents will gain access to these details. Our aim is strict discretion and confidentiality for all our customers. Erossimo will not disclose any personal details to third parties who are not DIRECTLY involved in the processing of an order. During the checkout process we only use well known established specialist service providers to handle all of our Bank Card Transactions. They receive only the information needed to verify and authorise your payment card and to process your order. All such organisations are under strict obligation to keep your personal information private therefore we do not hold or store Bank Card details on any of our servers.

Promotions

When you create a shopping account while ordering online you will be given the option to receive information from Erossimo by post or e-mail about products, promotions or special offers which we feel may be of interest to you. In the event that you do not wish to be contacted for such purposes, ensure that you tick the appropriate box as you go through the registration process. You may unsubscribe from our contact list at any time by replying to a promotional e-mail with the word "unsubscribe" in the subject line, or by contacting our Customer Services Department. We may use Cookies to keep track of your current shopping session to personalise your experience and so that you may retrieve your shopping basket at any time - if you do not accept Cookies you may be unable to use some features of this Website.