

# Terms and Conditions

**Effective Date:** June 09, 2025

**Last Updated:** June 25, 2025

Welcome to Oyeee's Pet Shop! These Terms and Conditions ("Terms") constitute a legally binding agreement between you and Oyeee's Pet Shop ("we," "us," "our," or "Company") governing your access to and use of our website, services, and products.

By accessing our website, making a purchase, or using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

## 1. Definitions

- **"Company," "we," "us," "our"** refers to Oyeee's Pet Shop and its authorized representatives
- **"Customer," "you,"** refers to the individual or entity using our services
- **"Website"** refers to our official website and any associated mobile applications
- **"Services"** includes all products, information, and services provided through our platform
- **"Products"** refers to all pet-related items, live animals, and services offered for sale

## 2. Acceptance of Terms

By using our website or services, you represent that:

- You are at least 18 years of age or have parental/guardian consent
- You have the legal capacity to enter into binding agreements
- You will comply with all applicable local, state, and federal laws

## 3. Account Registration

### 3.1 Account Creation

To access certain features, you may need to create an account. You agree to:

- Provide accurate, current, and complete information
- Maintain the security of your account credentials
- Promptly update your information when changes occur

- Accept full responsibility for all activities under your account

### **3.2 Account Termination**

We reserve the right to suspend or terminate accounts that violate these Terms, engage in fraudulent activity, or pose a risk to our business or other customers.

## **4. Products and Services**

### **4.1 Product Information**

We strive to provide accurate product descriptions, images, and pricing. However:

- Product availability is subject to change without notice
- Colors and images may vary from actual products
- We reserve the right to correct pricing errors
- Product specifications may be updated by manufacturers

### **4.2 Live Animals**

Special conditions apply to live animal sales:

- Local pickup may be required for certain species
- Health certificates and care instructions will be provided
- Customers must comply with local pet ownership regulations
- We reserve the right to refuse sales based on animal welfare concerns

## **5. Ordering and Payment**

### **5.1 Order Process**

- All orders are subject to acceptance and stock availability
- Order confirmation does not guarantee product availability
- We reserve the right to cancel orders due to pricing errors, stock issues, or payment problems

### **5.2 Payment Methods**

Accepted payment methods include:

- Credit and debit cards
- PayPal and digital wallets
- Bank transfers

- Cash (for in-store purchases)

### **5.3 Pricing**

- All prices are subject to change without notice
- Prices include applicable taxes unless otherwise stated
- Additional fees may apply for special services or expedited shipping

## **6. Shipping and Delivery**

### **6.1 Shipping Policies**

- Shipping costs and delivery times vary by location and product type
- Estimated delivery dates are not guaranteed
- Special handling applies to live animals and fragile items
- We are not responsible for delays caused by carriers or weather conditions

### **6.2 Risk of Loss**

Risk of loss transfers to you upon delivery to the carrier, except for live animals which remain our responsibility until successful delivery.

## **7. Returns and Refunds**

### **7.1 Return Policy**

Returns are accepted under the following conditions:

- Items must be returned within 30 days of purchase
- Products must be in original, unused condition with packaging
- Live animals have specific return conditions outlined separately
- Custom or personalized items are generally non-returnable

### **7.2 Refund Process**

- Refunds will be processed within 5-10 business days
- Original shipping costs are non-refundable unless item was defective
- Return shipping costs are the customer's responsibility unless we made an error

### **7.3 Damaged or Defective Items**

- Report damaged or defective items within 48 hours of delivery

- Photos and detailed descriptions may be required
- We will provide replacement or full refund for confirmed defective items

## **8. User Conduct**

You agree not to:

- Use our services for illegal purposes
- Attempt to gain unauthorized access to our systems
- Upload malicious code or viruses
- Engage in fraudulent activities
- Harass other users or our staff
- Violate any applicable laws or regulations

## **9. Intellectual Property**

### **9.1 Our Content**

All website content, including text, images, logos, and software, is owned by us or our licensors and protected by copyright and trademark laws.

### **9.2 User-Generated Content**

By submitting reviews, photos, or other content, you grant us a non-exclusive, royalty-free license to use, display, and distribute such content for business purposes.

## **10. Privacy and Data Protection**

### **10.1 Data Privacy Act Compliance**

In accordance with the Data Privacy Act of 2012 (Republic Act No. 10173) and its implementing rules and regulations, Oyeee's Pet Shop is committed to protecting your personal information and privacy rights.

### **10.2 Personal Information Collection**

We collect personal information including but not limited to:

- Name, address, and contact information
- Purchase history and preferences
- Payment information
- Account credentials

- Communication records

### **10.3 Purpose and Legal Basis**

We process your personal information for the following legitimate purposes:

- Processing and fulfilling orders
- Customer service and support
- Marketing communications (with your consent)
- Legal compliance and record-keeping
- Improving our products and services

### **10.4 Your Rights as a Data Subject**

Under the Data Privacy Act, you have the right to:

- Be informed about the collection and processing of your personal data
- Access your personal information in our possession
- Object to the processing of your personal data
- Rectify inaccurate or incomplete personal information
- Suspend, withdraw, or order the blocking of personal data processing
- Request data portability
- File a complaint with the National Privacy Commission (NPC)

### **10.5 Data Security and Retention**

We implement appropriate technical and organizational security measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction. Personal data will be retained only for as long as necessary to fulfill the purposes for which it was collected or as required by law.

### **10.6 Data Breach Notification**

In the event of a personal data breach that may cause real and substantial harm to you, we will notify you and the National Privacy Commission within seventy-two (72) hours of becoming aware of the breach.

### **10.7 Consent**

By using our services and providing your personal information, you give your free, informed, and specific consent to the collection and processing of your personal data as described in these Terms and our Privacy Policy.

## **10.8 Contact for Privacy Concerns**

For any privacy-related concerns or to exercise your data subject rights, you may contact our Data Protection Officer at: Phone: 0930 154 6634

## **10.9 Privacy Policy**

Our detailed Privacy Policy, which forms part of these Terms, provides additional information about our data processing practices and is available on our website.

## **11. Third-Party Services**

Our website may contain links to third-party websites or integrate with third-party services. We are not responsible for the content, policies, or practices of these third parties.

## **12. Disclaimers**

### **12.1 Service Availability**

We do not guarantee uninterrupted access to our website or services and are not liable for temporary unavailability.

### **12.2 Product Disclaimers**

- We make no warranties regarding the performance or results of using our products
- Live animals are sold with care instructions but outcomes depend on proper care
- Consult with veterinarians for specific pet health advice

## **13. Limitation of Liability**

To the maximum extent permitted by law, our liability is limited to the purchase price of the product or service in question. We are not liable for:

- Indirect, incidental, or consequential damages
- Loss of profits or business opportunities
- Damage to other property or pets
- Acts or omissions of third parties

## **14. Indemnification**

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your use of our services or violation of these Terms.

## 15. Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control, including natural disasters, government actions, or supply chain disruptions.

## 16. Modifications

We may update these Terms periodically. Material changes will be posted on our website with an updated effective date. Continued use of our services constitutes acceptance of revised Terms.

## 17. Severability

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

## 18. Governing Law and Jurisdiction

These Terms are governed by the laws of the **Republic of the Philippines**. Any disputes will be resolved in the courts of the Philippines. All personal data processing activities are subject to the **Data Privacy Act of 2012 (Republic Act No. 10173)** and the jurisdiction of the National Privacy Commission.

## 19. Contact Information

For questions about these Terms, please contact us:

### **Oyyyy's Pet Shop**

Address: Pearls St., Marfori Heights, Davao City, Philippines

Phone: 0930 154 6634

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*By using our services, you acknowledge that you have read and understood these Terms and Conditions and agree to be bound by them.*