

TERMS OF CONDITIONS OF SALES

1. Definitions & Interpretation

Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Section 1 will apply to these Terms & Conditions of Sale.

2. Purchase of Products

2.1 Customers compliance: You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the purchase of Products through the Platform, as well as any amendments to the aforementioned, issued by Tindahang Rizaleny (whether as part of use of the Platform or in relation to the purchase of Products, on behalf of Merchant), from time to time. Tindahang Rizaleny reserves the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Platform.

2.2 Merchant: Products are sold by "Merchants". Tindahang Rizaleny may be a "Merchant" for selected Products. "Merchant" may also refer to a party other than Tindahang Rizaleny (such party referred to in these Terms & Conditions of Sale as a "Third Party Vendor"). Whether a particular Product is listed for sale on the Platform by Tindahang Rizaleny or a Third-Party Vendor may be stated on the webpage listing that Product. Products sold to you by Merchants will be governed by individual Customer Contracts (more details below in Clause 2.6) which:

2.2.1 for Products sold by Third-Party Vendors, shall be agreements entered into directly and only between the Third-Party Vendor and you; and

2.2.2 for Products sold by Tindahang Rizaleny, shall be agreements entered into directly and only between Tindahang Rizaleny and you.

2.3 Product description: While Merchant endeavors to provide an accurate description of the Products, neither Tindahang Rizaleny nor Merchant warrants that such description is accurate, current or free from error. In the event that the Product you receive is of a fundamentally different nature from the Product as described on the Platform and which you have ordered, Clause 6 of these Terms & Conditions of Sale shall apply.

2.4 Placing your Order: You may place an Order by completing the Order form on the Platform and clicking on the "Submit Order button. Merchant will not accept Orders placed in any other manner. You shall be responsible for ensuring the accuracy of the Order.

2.5 All Orders will be deemed to be irrevocable and unconditional upon transmission through the Platform and Merchant shall be entitled (but not obliged) to process such Order(s) without your further consent and without any further reference or notice to you. Nevertheless, in certain circumstances as stated in Clause 8, you may request to cancel or amend the Order which Merchant will endeavor to give effect to on a commercially reasonable effort basis. However, notwithstanding the foregoing, Merchant is not obliged to give effect to any request to cancel or amend any Order. The details regarding the cancellation process and policy of Tindahang Rizaleny can be accessed [Here](#).

2.6 Merchant's reservation of rights in respect of Orders: All Orders shall be subject to Merchant's acceptance in its sole discretion and each Order accepted by Merchant (such accepted Order to be referred to as a "Customer Contract") shall constitute a separate contract. You acknowledge that unless you receive a notice from Tindahang Rizaleny confirming your Order, Merchant shall not be party to any legally binding agreements or promises made between Merchant and you for the sale or other dealings with the Product(s) and accordingly Merchant shall not be liable for any Losses which may be incurred as a result. For the avoidance of doubt, Merchant reserves the right to decline to process or accept any Order received from or through the Platform in its absolute discretion. Please note that there are cases when an order cannot be processed for various reasons. Tindahang Rizaleny reserves the right to refuse or cancel any order for any reason at any given time. You may be asked to provide additional verifications or information, including but not limited to phone number and address, before we accept the order

2.7 Termination by Merchant in the event of pricing error: Merchant reserves the right to terminate the Customer Contract, in the event that a Product has been mispriced on the Platform, in which event Tindahang Rizaleny shall, on behalf of Merchant, notify you of such cancellation. Merchant or Tindahang Rizaleny shall have such right to terminate such Customer Contract whether or not Products have been dispatched or are in transit and whether payment has been charged to you. Upon termination of the Customer Contract under this clause, the Merchant shall refund the payment charged to you for the Product, subject to the process and timelines of payment providers and/or payment partners, as provided under clause 5.6.2 below.

2.8 Product Warranty: The warranties with respect to a Product ("Product Warranty") sold under a Customer Contract shall be as stated by Merchant via the Platform, under the "Specifications" tab in the field "Product Warranty" for the relevant Product, and shall be limited by the terms and conditions therein. The warranties and conditions, remedies for breach of warranty or condition, or other terms stated in the Product Warranty are, unless expressly prohibited by applicable mandatory law, in lieu of all other terms, warranties and conditions, whether expressed or implied, statutory or otherwise. Except as expressly provided in such Product Warranty, Merchant excludes (unless expressly prohibited by applicable mandatory law) all other express or implied terms, warranties or conditions with respect to the Products supplied.

2.9 Customer's acknowledgement: You acknowledge and warrant that you have not relied on any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Merchant which has not been stated expressly in a Customer Contract or upon any descriptions or illustrations or specifications contained in any document including any catalogues or publicity material produced by either Tindahang Rizaleny or Merchant. You also acknowledge and agree that to the extent allowed under Philippine law, the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms & Conditions of Sale and Customer Contracts allocate risks between the parties and permit Merchant to provide the Products at lower fees or prices than Merchant otherwise could and you agree that such exclusions on liability are reasonable.

2.10 No representations or warranties: Without prejudice to the generality of the foregoing Clause 2.9 and to the extent allowed under Philippine law:

2.10.1 no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the Products supplied or that they will be suitable for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to Merchant;

2.10.2 any actions arising from the breach of any warranty or representation, or any right to damages, whether express or implied, shall be extinguished if an action is not brought against Tindahang Rizaleny within six months from the date of delivery, or from the scheduled delivery of the Product.

2.10.3 Tindahang Rizaleny shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, intangible losses, and any other type of damages caused by any breach of a Third Party Vendor's implied or express warranty on the Products;

2.10.4 for products shipped internationally, please note that any manufacturer warranty may not be valid; manufacturer service options may not be available; product manuals, instructions and safety warnings may not be in destination country languages; the products (and accompanying materials) may not be designed in accordance with destination country standards, specifications, and labelling requirements;

2.10.5 Merchant is not liable for any Losses suffered by any third party directly or indirectly caused by repairs or remedial work carried out without Tindahang Rizaleny's prior written approval and the Customer shall indemnify Merchant against all Losses arising out of such claims;

2.10.6 Merchant shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Products has not been paid in cleared funds by the due date for payment; and

2.10.7 To the extent allowed under Philippine law, Merchant shall be under no liability whatsoever in respect of any defect in the Products arising after the expiry of the applicable Product Warranty, if any.

2.11 Intellectual Property:

2.11.1 Unless the prior written consent of Tindahang Rizalenyó has been obtained, the Customer shall not remove or alter the trade marks, logos, copyright notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products.

2.11.2 Where software applications, drivers or other computer programs and/or all other design details, technical handbooks or manuals, drawing or other data (all collectively referred to as "Product Materials") are supplied to the Customer by Merchant in connection with the Order, the use and retention of the Product Materials are subject to the terms and conditions of license or use (such as end-user licenses, restrictions or conditions of use) as may be prescribed by Merchant or its licensors and must not be used other than strictly in accordance with such terms and conditions.

2.11.3 The Customer agrees and acknowledges that the Product Materials shall remain the property of Merchant or its licensors. The Customer further agrees that any and all Intellectual Property embodied in or relating to the Product Materials shall remain the sole and exclusive property of Merchant or its licensors. Unless otherwise expressly provided in the Order or the prior written consent of Tindahang Rizalenyó has been obtained, the Customer undertakes to return the Product Materials and/or any copies thereof upon Tindahang Rizalenyó's request.

3. Delivery of Products

3.1 Address: Delivery of the Products shall be made to the address you specify in your Order either by Merchant or by Tindahang Rizalenyó (or its agents) on behalf of Merchant.

3.2 Shipping & packing charges: Shipping and packing charges shall be as set out in the Order.

3.3 Tracking: You may track the status of the delivery at the "Order Tracking" page of the Platform.

3.4 Delivery timeframe: You acknowledge that delivery of the Products is subject to availability of the Products. Merchant will make every reasonable effort to deliver the Product to you within the delivery timeframe stated on the relevant page on which the Product is listed, but you acknowledge that while stock information on the Platform is updated regularly, it is possible that in some instances a Product may become unavailable between updates. All delivery timeframes given are estimates only and delays can occur. If the delivery of your Product is delayed Merchant will inform you accordingly via e-mail and your Product will be dispatched as soon as it becomes available to Merchant. The time for delivery shall not be of the essence, and Merchant (nor any of its agents) shall not be liable for any delay in delivery whatsoever caused.

3.5 Deemed receipt: In the event you do not receive the Product by the projected delivery date and provided that you inform Tindahang Rizalenyó within 3 days immediately from such projected delivery date, Merchant will try, to the best of Merchant's ability, to locate and deliver the Product. If Tindahang Rizalenyó does not hear from you within 3 days from such projected delivery date, you shall be deemed to have received the Product subject to your rights under Philippine law.

3.6 Customer's failure to take delivery: If the Customer fails to take delivery of the Products (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Merchant's fault) then without prejudice to any other right or remedy available to Merchant, Merchant may terminate the Customer Contract.

4. Prices of Products

4.1 Listing Price: The price of the Products payable by a Customer shall be the Listing Price at the time at which the Order placed by the Customer is transmitted to Merchant (through the Platform). Tindahang Rizalenyó and/or Merchant is determined to provide the most accurate pricing information on the platform to its customers. However, errors may still occur, such as cases when the price of an item is not displayed correctly on the website. As such, Tindahang Rizalenyó and/or Merchant reserves the right to refuse or cancel any order. In the event that an item is mispriced, Tindahang Rizalenyó may, at its own discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Tindahang Rizalenyó shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card or bank account charged.

4.2 Taxes: All Listing Prices are subject to taxes, unless otherwise stated. Merchant reserves the right to amend the Listing Prices at any time without giving any reason or prior notice.

5. Payment

5.1 General: You may pay for the Product using any of the payment methods prescribed by Tindahang Rizaleny from time to time. When you place an Order, actual payment will be only charged upon Merchant's acceptance of your Order and formation of a Customer Contract. All payments shall be made to Tindahang Rizaleny, either accepting payment in its own right or as Merchant's agent (where Merchant is a Third-Party Vendor). You acknowledge that Tindahang Rizaleny is entitled to collect payments from you on behalf of Third Party Vendors.

5.2 Additional terms: The payment methods may be subject to additional terms as prescribed by Tindahang Rizaleny from time to time.

5.3 Payment methods: You agree that you are subject to the applicable user agreement of your payment method. You may not claim against Merchant or any of its agents (which may include Tindahang Rizaleny), for any failure, disruption or error in connection with your chosen payment method. Tindahang Rizaleny reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.

5.4 Invoicing: Merchant may invoice you upon the due date of any payment under a Customer Contract.

5.5 Failure to pay: If the Customer fails to make any payment pursuant to the terms and conditions of the payment method elected or payment is cancelled for any reason whatsoever, then without prejudice to any other right or remedy available to Merchant, Merchant shall be entitled to cancel the Customer Contract or suspend delivery of the Products until payment is made in full.

5.6 Refund of Payment:

5.6.1 All refunds shall be made via the original payment mechanism and to the person who made the original payment, except for Cash on Delivery, where refunds may be made via bank transfer or store credit into the individual's bank account provided that complete and accurate bank account details are provided to us.

5.6.2 We offer no guarantee of any nature for the timeliness of the refunds reaching your account. The processing of payment may take time and it is subject to the respective banks and/or payment provider internal processing timeline.

5.6.3 All costs associated with the refund process imposed by the processing bank and/or payment provider shall be borne by us.

5.6.4 All refunds are conditional upon our acceptance of a valid return of the Product.

5.6.5 We reserve the right to modify the mechanism of processing refunds at any time without notice.

5.6.6. The guidelines regarding the refunds process of Tindahang Rizaleny can be accessed [Here](#).

6. Returns/Repairs/Replacements

6.1 Return Policy: All returns must be done in accordance with the instructions set out in the Return Policy [Here](#). Merchant is not obliged to agree to any return unless all such instructions are followed to Merchant's and Tindahang Rizaleny's satisfaction. Should Merchant agree to the return, Merchant will deliver the replacement Product to your specified address.

6.2 Permitted returns: Subject to Clause 6.1, within 14 days and/or 7 days, depending on the product, from the date of delivery of the Product, you may return a Product when you:

6.2.1 receive a product that is fundamentally different in nature from the Product specified in the Customer Contract;

6.2.2 receive a faulty or damaged Product;

6.2.3 receive a product that is not as advertised on the platform;

6.2.4 wrong item is delivered;

6.2.5 receive a product that has missing parts/items; or

6.2.6 receive a product that does not fit (for fashion items).

6.3 Repair, replacement or price reduction: As an alternative to returning faulty or damaged Products under Clause 6.2, a Customer may request for a repair or replacement of such Products. Such request shall be irrevocable upon notification of the request to Tindahang Rizalenyó and the Customer may not later elect for a return under Clause 6.2. Where the Products have not been repaired or replaced within a reasonable time, Tindahang Rizalenyó may, at its sole discretion, grant to the Customer a reduction of the price in proportion to the reduced value of the Products, provided that under no circumstance shall such reduction exceed 15 per cent. (15%) of the price of the affected Products. Upon repair, replacement or price reduction being made as aforesaid, the Customer shall have no further claim against Merchant.

6.4 Replacement Products: When Tindahang Rizalenyó has provided replacement Products or given the Customer a refund, the non-conforming Products or parts thereof shall become Merchant's property and upon request such Products or parts thereof should be shipped back to Merchant.

6.5 Risk of damage or loss: Risk of damage to or loss of the Products shall pass to the Customer at the time of delivery, or if the Customer wrongfully fails to take delivery of the Products, the time when Merchant (via Tindahang Rizalenyó or Tindahang Rizalenyó's agents) has tendered delivery of the Products.

6.6 In cases where the customer refuses to take possession of the product without sufficient cause or justification, or returns the item without sufficient cause or justification, as provided under Clause 6, Tindahang Rizalenyó will safely keep the item for a period of fifteen (15) days, reckoned from the date Tindahang Rizalenyó receives the product from customer. After the lapse of such period, the product or item is deemed abandoned by customer, and Tindahang Rizalenyó or Merchant may dispose of the product or item. Notwithstanding the foregoing, Tindahang Rizalenyó will use its best efforts to return the product to the Customer within the time frame provided.

7. Questions and complaints

If you have any questions or complaints, please contact Tindahang Rizalenyó using the "Contact Us" page on the Platform. Tindahang Rizalenyó will liaise with Merchants on your questions and complaints.

8. Termination

8.1 Cancellation by you: You may cancel the Customer Contract before Merchant dispatches the Products under such Customer Contract by written notice to Tindahang Rizalenyó at "Contact Us" page on the Platform, subject to Clause 2.5. If the Products have already been dispatched, you may not cancel the Customer Contract but may only return the Products in accordance with Clause 6.

8.2 Cancellation by Merchant: Without prejudice to any other right of termination elsewhere in these Terms & Conditions of Sale, Merchant, or Tindahang Rizalenyó acting on Merchant's behalf, may stop any Products in transit, suspend further deliveries to the Customer and/or terminate the Customer Contract with immediate effect by written notice to the Customer on or at any time after the occurrence of any of the following events:

8.2.1 the Products under the Customer Contract being unavailable for any reason;

8.2.2 the Customer being in breach of an obligation under the Customer Contract;

8.2.3 the Customer passing a resolution for its winding up or a court of competent jurisdiction making an order for the Customer's winding up or dissolution;

8.2.4 the making of an administration order in relation to the Customer or the appointment of a receiver over or an encumbrancer taking possession of or selling any of the Customer's assets; or

8.2.5 the Customer making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors.

9. Risk and property of the Goods

9.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods, the time when Tindahang Rizalenyó has tendered delivery of the Goods.

9.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Customer until Tindahang Rizalenyó has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Tindahang Rizalenyó to the Customer for which payment is then due.

For cross-border transactions or for products shipped from abroad or overseas, the contract of sale is deemed to have been entered into or perfected in the place where the Merchant is located.

9.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Tindahang Rizalenyó's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer.

9.4 The Customer agrees with Tindahang Rizalenyó that the Customer shall immediately notify Tindahang Rizalenyó of any matter from time to time affecting Tindahang Rizalenyó's title to the Goods and the Customer shall provide Tindahang Rizalenyó with any in-formation relating to the Goods as Tindahang Rizalenyó may require from time to time.

9.5 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Tindahang Rizalenyó shall be entitled at any time to demand the Customer to deliver up the Goods to Tindahang Rizalenyó and in the event of non-compliance. Tindahang Rizalenyó reserves its right to take legal action against the Customer for the delivery up the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Customer.

9.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Tindahang Rizalenyó but if the Customer does so all moneys owing by the Customer to Tindahang Rizalenyó shall (without prejudice to any other right or remedy of Tindahang Rizalenyó) forthwith become due and payable.

9.7 If the provisions in this Condition 9 are not effective according to the law of the country in which the Goods are located, the legal concept closest in nature to retention of title in that country shall be deemed to apply mutatis mutandis to give effect to the underlying intent expressed in this condition, and the Customer shall take all steps necessary to give effect to the same.

9.8 The Customer shall indemnify Tindahang Rizalenyó, all of its respective officers, employees, directors, agents and contractors against all loss damages costs expenses and legal fees incurred by the Customer in connection with the assertion and enforcement of Tindahang Rizalenyó's rights under this condition.

10. Limitation of liability

10.1 Sole remedies of customer: The remedies set out in Clause 6 are the Customer's sole and exclusive remedies for non-conformity of or defects in the products.

10.2 Maximum Liability: Notwithstanding any other provision of these terms & conditions of sale, Merchant's maximum cumulative liability to you or to any other party for all losses under, arising out of or relating to the sale of products under each customer contract, will not exceed the sums that you have paid to Merchant under such customer contract.

10.3 Exclusion of liability: Tindahang Rizalenyio indemnitees shall not be liable to you for any losses whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with: (i) amounts due from other users of the platform in connection with the purchase of any product; (ii) the sale of the products to you, or its use or resale by you; and (iii) any defect arising from fair wear and tear, willful damage, misuse, negligence, accident, abnormal storage and or working conditions, alteration or modification of the products or failure to comply with Merchant's instructions on the use of the products (whether oral or written).

11. General

11.1 References to "Tindahang Rizalenyio": References to "Tindahang Rizalenyio" in these Terms and Conditions of Sale apply both to Tindahang Rizalenyio's actions on its own behalf as Merchant and/or as the operator of the Platform or as the agent of Third Party Vendors as Merchants in respect of each and every Customer Contract.

11.2 Right to subcontract: Third Party Vendors or Merchants shall be entitled to delegate and/or subcontract any rights or obligations under these Terms & Conditions of Sale to Tindahang Rizalenyio or any of Tindahang Rizalenyio's designated service providers, subcontractors and/or agents.

11.3 Cumulative rights and remedies: Unless otherwise provided under these Terms & Conditions of Sale, the provisions of these Terms & Conditions of Sale and Merchant's rights and remedies under these Terms & Conditions of Sale are cumulative and are without prejudice and in addition to any rights or remedies Merchant may have in law or in equity, and no exercise by Merchant of any one right or remedy under these Terms & Conditions of Sale, or at law or in equity, shall (save to the extent, if any, provided expressly in these Terms & Conditions of Sale or at law or in equity) operate so as to hinder or prevent Merchant's exercise of any other such right or remedy as at law or in equity.

11.4 Warranties: The implied warranty under the New Civil Code of the Philippines against hidden defects and the rights of a consumer under Title III, Chapter III of the Consumer Act of the Philippines shall apply.

11.5 No waiver: Merchant's failure to enforce these Terms & Conditions of Sale shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms & Conditions of Sale. Merchant would still be entitled to use its rights and remedies in any other situation where you breach these Terms & Conditions of Sale.

11.6 Severability: If at any time any provision of these Terms & Conditions of Sale shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Terms & Conditions of Sale.

11.7 Rights of third parties: A person or entity who is not a party to these Terms & Conditions of Sale shall have no right under any legislation in any jurisdiction to enforce any term of these Terms & Conditions of Sale, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Terms & Conditions of Sale.

11.8 Governing law: These Terms & Conditions of Sale shall be governed by, and construed in accordance with the laws of Philippines.

11.9 If any dispute arises in connection with these Terms of Use, the Parties shall attempt, in fair dealing and in good faith, to settle such dispute. If the Parties are not able to reach an amicable settlement pursuant to the preceding section they shall try to agree on an appropriate ADR proceeding (for example mediation, conciliation, expert determination, dispute board, adjudication). If they do not reach agreement on the appropriate ADR proceeding within

14 days after failure of the settlement negotiations or if the dispute is not settled through an ADR proceeding within a period of two months after initiation of the ADR proceeding, each Party may initiate an arbitration proceeding pursuant to the following paragraph.

All disputes arising out of or in connection with the present contract, including any question regarding its existence, validity or termination, shall be finally settled in accordance with the rules of the Philippine Dispute Resolution Center, Inc. ("PDRCI") for the time being in force, which rules are deemed incorporated by reference into this clause. The arbitral tribunal shall consist of three arbitrators to be chosen in accordance with the rules of the PDRCI. The seat of arbitration shall be the Philippines. The procedural law of this seat applicable to commercial arbitration proceedings shall apply where the Rules are silent. The language to be used in the arbitration proceedings shall be English.

11.10 Injunctive relief: Merchant may seek immediate injunctive relief if Merchant makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

11.11 Amendments: Merchant may by notice issued jointly with Tindahang Rizaleny through the Platform or by such other method of notification as Merchant may designate solely through Tindahang Rizaleny (which may include notification by way of e-mail), vary the terms and conditions of these Terms & Conditions of Sale, such variation to take effect on the date Merchant specifies through the above means. If you use the Platform or the Services after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop access or using the Platform and the Services and terminate these Terms & Conditions of Sale. Merchant's right to vary these Terms & Conditions of Sale in the manner aforesaid will be exercised with the joint involvement of Tindahang Rizaleny (either via the Portal or such other means as Tindahang Rizaleny prescribes) and subject to the foregoing, may be exercised without the consent of any person or entity who is not a party to these Terms & Conditions of Sale. The version of Terms & Conditions of Sale applicable to any particular Order is the latest version in force.

11.12 Correction of errors: Any typographical, clerical or other error or omission in any acceptance, invoice or other document on Merchant's part shall be subject to correction without any liability on Merchant's part.

11.13 Currency: Money references under these Terms & Conditions of Sale shall be in Philippines Pesos.

11.14 Language: In the event that these Terms & Conditions of Sale is executed or translated in any language other than English ("Foreign Language Version"), the English language version of these Terms & Conditions of Sale shall govern and shall take precedence over the Foreign Language Version.

11.15 Entire agreement: These Terms & Conditions of Sale shall constitute the entire agreement between you and Merchant relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.

11.16 Binding and conclusive: You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by Merchant or its service providers relating to or in connection with the Platform and Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between Merchant and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.

11.17 Subcontracting and delegation: Tindahang Rizaleny reserves the right to delegate or subcontract the performance of any of its functions in connection with the performance of its obligations under these Terms & Conditions of Sale and reserves the right to use any service providers, subcontractors and/or agents on such terms as Tindahang Rizaleny deems appropriate.

11.18 Assignment: You may not assign your rights under these Terms & Conditions of Sale without Merchant's prior written consent. Merchant may assign its rights under these Terms & Conditions of Sale to any third party.

11.19 Force Majeure: Neither Tindahang Rizalenyó nor Merchant shall be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms & Conditions of Sale (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Platform's and/or Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond Tindahang Rizalenyó's or Merchant's reasonable control.

Section 1: Definitions and Interpretation

1. Definitions. Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms of Use:

1.1 "Business Day" means a day (excluding Saturdays and Sundays) on which banks generally are open for business in Philippines.

1.2 "Customer" means an authorised user of the Platform and/or the Services.

1.3 "Customer Contract" shall be as defined in Clause 2.6.

1.4 "Intellectual Property" means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.5 "Tindahang Rizalenyó Indemnitees" means Tindahang Rizalenyó, its affiliates and all of its respective officers, employees, directors, agents, contractors and assigns.

1.6 "Tindahang Rizalenyó" refers to Tindahang Rizalenyó E-Services Philippines, Inc., a company incorporated pursuant to the laws of Philippines under registration number CS201203115 and having its registered address at 23rd Floor, Seven/NEO, 5th Avenue, Bonifacio Global City, Taguig City, Philippines.

1.7 "Listing Price" means the price of Products listed for sale to Customers, as stated on the Platform.

1.8 "Losses" means all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not.

1.9 "Order" means your order for Products sent through the Platform in accordance with the Terms & Conditions of Sale.

1.10 "Password" refers to the valid password that a Customer who has an account with Tindahang Rizalenyó may use in conjunction with the Username to access the relevant Platform and/or Services.

1.11 "Personal Data" means data, whether true or not, that can be used to identify, contact or locate you. Personal Data can include your name, e-mail address, billing address, shipping address, phone number and credit card information.

1.12 "Platform" means both the web and mobile versions of the website operated and/or owned by Tindahang Rizalenyó which is presently located at the following URL: TindahangRizalenyó.com

1.13 "Product" means a product (including any installment of the product or any parts thereof) available for sale to Customers on the Platform.

1.14 "Product Warranty" means the warranty provided for a product sold on the platform.

1.15 "Return Policy" means the return policy set out [Here](#).

1.16 "Third Party Vendor" means a Merchant which, with Tindahang Rizalenyó's permission, uses the Platform and/or Services to sell Products to Customers, and excludes Tindahang Rizalenyó.

1.17 "Merchant" means a Merchant of Products as described in Clause 2.3, and includes a Third Party Vendor.

1.18 "Services" means services, information and functions made available by Merchant at the Platform.

1.19 "Terms & Conditions of Sale" means Clauses 1 to 11 and any Schedules to these terms and conditions.

1.20 "Terms of Use" means the Terms And Conditions governing the Customer's use of the Platform and/or Services.

1.21 "Trademarks" means the trademarks, service marks, trade names and logos used and displayed on the Platform, including the Tindahang Rizalenyó trademark, which is property of SARAP Inc..

1.22 "Username" refers to the unique login identification name or code which identifies a Customer who has an account with Tindahang Rizalenyó.

1.23 "Voucher" means a voucher for credit which may be used by a Customer, subject to other terms and conditions, towards the payment of purchases on the Platform.

1.24 "you" and "your" refer to the individuals over the age of 18 or otherwise under the supervision of a parent or legal guardian.

2. Interpretation: Any reference in these Terms & Conditions of Sale to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. In these Terms & Conditions of Sale, whenever the words "include", "includes" or "including" are used, they will be deemed to be followed by the words "without limitation". Unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words "month" or "monthly" as well as all references to a number of months means calendar months. Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms & Conditions of Sale. In the event of a conflict or inconsistency between any two or more provisions under these Terms & Conditions of Sale, whether such provisions are contained in the same or different documents, such conflict or inconsistency shall be resolved in favor of Tindahang Rizalenyó and the provision which is more favorable to Tindahang Rizalenyó shall prevail.