

## Terms and Conditions

1. The Aquamundo Sports website referred to as the "Website", and all of its content and services, is owned and operated by Aquamundo Sports, Inc., a Corporation duly organized and existing by and under the laws of the Philippines, with head office address at Robelle Hotel, 877 JP Rizal St., Poblacion, Makati City 1229, Philippines.
2. Your use of this Website is conditioned upon your acceptance and without modification of the terms, conditions, and notices contained or referenced to in this Terms of Use Agreement, referred to as "Agreement". All users are required to read carefully these terms of use before using the Website. The use of the website indicates that user accepts and abides with the terms of use. In case user does not agree with the terms of use, the user should immediately cease using this website.
3. Aquamundo Sports reserves the right to change, alter, modify or remove this Agreement at any time without prior notice to the user.
4. User shall not in any way, directly or indirectly, use the website or submit to Aquamundo Sports or to the website anything which in any respect is:
  - a) in breach of any law, statute or regulation of the Philippines;
  - b) deceptive, false, fraudulent, misleading or unlawful; or
  - c) obscene, indecent, pornographic, profane, vulgar, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, malicious or in any way abusive.
5. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Aquamundo Sports reserves the right at any time after receipt of your order to accept or decline your order for any reason.

6. To the extent permitted by law, the total liability of Aquamundo Sports and its suppliers and distributors for any claim under this Agreement, including any implied warranties, is limited to the amount Registered User has paid to purchase the item for sale in the Website.
7. In all cases, Aquamundo Sports and its suppliers and distributors will not be liable for any loss or damage sustained by the user.
8. User, whether guest or Registered User, expressly understands and agrees that user's use of the Website is at its sole risk. The Website and items for sale on the website are provided on an "as is" and "as available" basis.
9. In the event content in any part of the Website contains incorrect information, or a product is listed at an incorrect price, due to typographical errors or error in pricing information, Aquamundo Sports shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. Aquamundo Sports shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and paid for. In the event the order has been paid and your order is cancelled, Aquamundo Sports shall immediately issue a refund in the amount of the item, excluding any charges incurred.
10. This Website and all its content, including all names, logos, text, copyrights, and trademarks are the exclusive property of Aquamundo Sports. You may not copy, reproduce, republish, or modify or otherwise use in any way any part of the Website without the express prior written consent of Aquamundo Sports. Aquamundo Sports will, in its sole discretion, take all appropriate legal action and recourse for violations hereof.
11. Aquamundo Sports and its sister companies, officers, employees, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

12. The customer service department of Aquamundo Sports is open and available to address all concerns of the Registered Users. The said department may be reached via email at [info@aquamundosports.com](mailto:info@aquamundosports.com) or via phone call at (+632) 817-2782 from Mondays through Fridays, 9:00am-6:00pm.
  
13. Any claim, dispute, legal action or proceeding arising out of or connected with the use of this Website and online sale transactions shall be brought in the proper courts of Makati City only to the exclusion of all other venues.
  
14. The Terms of Use, Online Selling Policy and all transactions in the Website shall be governed by the laws of the Republic of the Philippines.