

MY ROMANCE COLLECTIVE PTY LTD

PRODUCT PURCHASES TERMS AND CONDITIONS

As of 19 March 2025

These Terms and Conditions ("Terms") govern the purchase and use of all goods ("Product" "Products") provided by 'My Romance Collective Pty Ltd' ("MRC Pty Ltd", "we", "our", or "us"), trading as 'My Proposal Co.' ("MPC") and 'My Romance Co.' ("MRC"). By purchasing or using the Product, you agree to be bound by these Terms and Conditions.

1. PRODUCT PURCHASE & PRICING

- 1.1 The price of all Products and associated delivery fees are subject to change at our discretion.
- 1.2 All prices are inclusive of applicable taxes, shipping, delivery and handling charges.
- 1.3 We reserve the right to modify or discontinue any Product at any time, with or without notice.

2. ORDER & PAYMENT

- 2.1 General
 - a) All payments must be made in Australian dollars (AUD).
 - b) A 2.2% credit card merchant fee applies to payments made with an Australian credit card and a 3.95% for international credit card payments and any bank fees. You are liable to pay, and shall pay, the credit card merchant fees.
 - c) Payment for orders must be made via our secure payment link, by credit card.
- 2.2 Your Order
 - a) All orders are subject to acceptance and availability.
 - b) You will receive an email confirmation once your order has been successfully placed (by 5pm on the following business day).
 - c) Once your order is confirmed, it cannot be modified or cancelled.
 - d) In the case where the exact product is not available, we will provide you with the closest alternative (e.g. rose bouquet colours may vary and are subject to market availability).
 - e) If your order cannot be completed, we will refund your full order amount to your original payment method and notify you via email.

3. SHIPPING & DELIVERY

- 3.1 Delivery Times
 - a) Estimated delivery times will be provided via email, once your order is confirmed.
 - b) Delivery times may vary based on your location and shipping carrier. We will notify you of any expected delays.
- 3.2 Delivery Locations

Available delivery locations are detailed in the Product description of each Product on our website.
- 3.3 Minimum Notice Period

To ensure timely processing and delivery, a minimum notice period of five [5] business days is required for all delivery requests. You must notify us at least five [5] business days in advance of the desired delivery date. Failure to provide adequate notice may result in delays or the inability to fulfill the delivery request as scheduled.

3.4 Delivery Delays

We are not responsible for delivery delays caused by the shipping carrier or events beyond our control, such as weather conditions or natural disasters.

4. PRODUCT CUSTOMISATION EDITS

- 4.1 Certain products available on our website may be customised, as specified in the product description (such as Proposal/Memory Photo Albums or Keepsake Digital Cards).
- 4.2 Upon placing your order, we will contact you via email to request the personal content required for your customisation. Using the content you provide, we will create a digital mock-up for your review and approval prior to shipment.
- 4.3 You are permitted to make one [1] revision to the mock-up, which must be submitted by the deadline specified in our email to you. Any revisions beyond the first are at our discretion and may incur additional charges.

5. RETURNS & REFUNDS

- 5.1 To request a return or refund, please contact us at confidential@myproposalco.com.au.
- 5.2 We do not offer refunds or exchanges due to a change of mind. Please carefully review your order before completing your purchase.
- 5.3 Digital Products, balloons, florals, customised products, food and beverage items are all final sale and cannot be returned or refunded.
- 5.4 If the product is defective or damaged upon delivery, you must notify us within two [2] days of receipt, with supporting evidence including photos and proof of purchase. We will, at our discretion, replace, repair, or provide a refund for the defective product, provided that the Product has not been altered or misused.

6. PURCHASE OF ALCOHOL

- 6.1 You must be at least 18 years of age to purchase alcohol in Australia. By placing an order that includes alcohol, you confirm that you are of legal drinking age in your state or territory.
- 6.2 You are responsible for ensuring that you comply with the laws of your state or territory regarding the purchase, delivery, and consumption of alcohol.
- 6.3 Delivery of alcohol requires the recipient to provide a valid government-issued ID to confirm they are over the age of 18. If the recipient is unable to provide valid ID, the delivery will not be completed, and the alcohol will be returned to us.

7. PURCHASE OF DIGITAL PRODUCTS

- 7.1 Our digital products include, but are not limited to, e-books, guidebooks, downloadable content and digital media. All digital products are made available for download or access once your order is confirmed.
- 7.2 Copyright & Use
Upon purchase of a digital product, we grant you a non-exclusive, non-transferable license to use the product for personal, non-commercial purposes. You may not resell, redistribute, copy or otherwise transfer the product to others without written permission from MRC Pty Ltd.
- 7.3 Information
While we have made every effort to ensure the information presented in our digital products is accurate and up to date at the time of publication, we do not guarantee the accuracy, completeness, or timeliness of the content. The information contained in these digital products are subject to change, and some details may become outdated over time. The content is provided as-is, and any reliance on the information is at your own risk. MRC Pty Ltd is not responsible for any errors, omissions, or for any loss or damage incurred as a result of using or relying on the information in our digital products.

8. USE OF PRODUCT

- 8.1 The Product is for personal use only and must not be resold, rented, or redistributed without prior written permission from us.
- 8.2 You agree to use the Product in compliance with all applicable laws and regulations.

9. INTELLECTUAL PROPERTY

All trademarks, logos, and intellectual property related to the Product are the property of MRC Pty Ltd or its licensors. You may not use or reproduce any intellectual property without our explicit permission.

10. LIMITATION OF LIABILITY

- 10.1 To the fullest extent permitted by law, MRC Pty Ltd will not be liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the Product, even if we have been advised of the possibility of such damages.
- 10.2 You acknowledge that it is your responsibility to ensure the safe and proper use of the product. MRC Pty Ltd is not liable for any damage, injury, or loss arising from misuse or improper handling of the Product.
- 10.3 We are not liable for failure to fulfill orders due to circumstances beyond our control, such as natural disasters, strikes, or other unforeseen events.
- 10.4 Our total liability under these Terms is limited to the purchase price of the Product paid by you.
- 10.5 Except as expressly stated in these Terms, MRC Pty Ltd does not provide any warranties, express or implied, regarding the quality, performance, or suitability of the product for any particular purpose.

11 INDEMNITY

- 11.1 You accept full responsibility and liability and hereby indemnify and release MRC Pty Ltd from all claims by you or any third party for costs, monies, loss or damage or otherwise arising out of or in connection with the Event.
- 11.2 You hereby indemnify and release MRC Pty Ltd against all actions, claims, costs, expenses and demands in respect of any death, injury loss or damage suffered by you and/or your Partner, arising out of or in connection with the Event.

12. MODIFICATIONS

We reserve the right to modify these Terms at any time. Changes will be posted on this page, and the "As of date" will be updated accordingly. Your continued use of the Product after any changes signifies your acceptance of the revised Terms.

13. GOVERNING LAW

This Agreement will be governed by the laws of NSW and the Commonwealth of Australia. You and MRC Pty Ltd submit to the exclusive jurisdiction of the courts of NSW.

14. GENERAL PROVISIONS

If any term of this agreement is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this agreement including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such term.

Contact Information

For any questions or concerns regarding these Terms or the Product, please contact us at:
confidential@myproposalco.com.au
+61 481 461 433