

Terms of Service

1. Introduction

Welcome to www.huggyaus.com.au ("the Site"). By accessing and using this Site, you agree to comply with and be bound by these terms of service. If you do not accept these terms, please refrain from using the Site.

This Site is managed and operated by **KS Life Care** (ACN 633 753 947). We provide this platform to allow users to explore and purchase various products offered on the Site. Your use of the Site and any related services constitutes your acceptance of these terms.

2. Acceptance of Terms

Your continued use of the Site signifies your agreement to these terms. You may also be required to expressly agree to the terms when prompted by specific features on the Site.

3. User Registration and Accounts

To access certain features of the Site, you may be required to register and create an account. When registering, you must provide accurate and up-to-date information, including your email address and phone number. You are responsible for maintaining the confidentiality of your account credentials.

By registering, you confirm that:

- You are of legal age to enter into a binding agreement.
- You are not prohibited from using the Site by any applicable laws.

4. Responsibilities of Members

As a registered user, you agree to use the Site and its services in accordance with applicable laws and these terms. You must keep your account information secure and notify us immediately of any unauthorized use. You also agree not to use the Site for any unlawful activities or purposes.

5. Purchasing Products

When purchasing products through the Site, you agree to pay the listed prices and applicable taxes. Payments are processed through secure third-party payment providers. You are responsible for reviewing and agreeing to the terms of these payment providers.

Once your payment is confirmed, you will receive a receipt, and we will record your purchase details for future reference.

6. Shipping and Returns

We accept returns within 7 days for products that are unopened and in their original condition, accompanied by the original proof of purchase. Return shipping costs are the responsibility of the customer.

Our Site offers delivery services through third-party providers. We are not responsible for the delivery services themselves but will facilitate the process. If your order is lost or damaged during shipping, please contact the delivery provider directly and notify us with the details so we can assist you.

7. Warranties and Liability

HUGgy AUS provides warranties for its products in line with Australian Consumer Law. You are entitled to a replacement or refund in the case of major product failures, as well as repair or replacement for minor issues.

To claim a warranty, you must provide proof of purchase and detailed information about the issue. Warranty claims are subject to our review and approval.

8. Intellectual Property

All content on the Site, including text, graphics, and software, is the property of HUGgy AUS or its licensors and is protected by copyright and other intellectual property laws. You may not reproduce or distribute any content from the Site without prior permission.

9. Privacy

Your use of the Site is subject to our Privacy Policy, which outlines how we collect, use, and protect your personal information. By using the Site, you consent to the practices described in our Privacy Policy.

10. Disclaimers

The Site and its content are provided "as is" without any warranties of any kind, either express or implied. We do not guarantee that the Site will be error-free or uninterrupted. Your use of the Site is at your own risk.

11. Limitation of Liability

To the fullest extent permitted by law, HUGgy AUS is not liable for any indirect, incidental, or consequential damages arising from your use of the Site or its services. Our total liability to you will not exceed the amount you have paid for products through the Site.

12. Termination of Use

We reserve the right to terminate or suspend your account and access to the Site at any time, without notice, for conduct that we believe violates these terms or is harmful to other users or our business interests.

13. Governing Law

These terms are governed by the laws of New South Wales, Australia. Any disputes arising from the use of the Site will be resolved in the courts of New South Wales.

14. Amendments to Terms

We may update these terms from time to time. Any changes will be posted on the Site, and your continued use of the Site after such changes constitutes your acceptance of the new terms.

HUGgy AUS – HUGgy Vest Membership Terms and Conditions

This agreement outlines the terms and conditions governing the membership between HUGgy AUS ("we", "us", "our") and the members ("you", "your") of the HUGgy Vest service. By enrolling in this membership, you agree to adhere to the conditions set forth in this document.

1. Membership Enrolment and Fees

- **Enrolment Fee:** A one-time, non-refundable enrolment fee of \$150 + GST is required upon joining the membership.
- **Monthly Payment:** A fee of \$150 + GST will be automatically billed on a monthly basis for the duration of the membership. Payments are due in advance and must be kept current to maintain membership benefits.

2. Vest Exchange and Return

- **Vest Exchange:** If you outgrow your HUGgy Vest or wish to switch to a different model, you may exchange your vest for a new size or model at no additional cost. The original vest must be returned to HUGgy AUS. Once the exchange is requested, the new size or model will typically be provided within 1-2 weeks, subject to availability.
- **Vest Return:** Upon membership termination or cancellation, all HUGgy Vests must be returned to HUGgy AUS within 2 weeks. Failure to return the vest within this period may result in additional charges.

3. Loss and Claims

- **Loss Fee:** In the event of a lost HUGgy Vest, a fee of \$150 + GST will be charged. This fee can be claimed up to twice per calendar year.

4. Membership Termination and Cancellation

- **Termination Notice:** A minimum of 4 weeks' written notice is required to terminate or cancel your membership. Notice must be provided via email or another written form accepted by HUGgy AUS.
- **Return Upon Cancellation:** Upon cancellation, all HUGgy Vests must be returned to HUGgy AUS within 2 weeks. If the vest is not returned within this period, additional charges may apply.

5. Additional Terms

- **Changes to Membership Terms:** HUGgy AUS reserves the right to modify these terms at any time. Members will be notified of any changes at least 30 days before they take effect. Continued membership after changes indicates acceptance of the new terms.
- **Refund Policy:** All fees, including enrolment and monthly payments, are non-refundable. HUGgy AUS may, at its discretion, consider partial refunds under exceptional circumstances.

6. Entire Agreement

These terms constitute the entire agreement between you and HUGgy AUS concerning the membership. Both parties agree to comply with the terms outlined.

Return Policy

1. Return Eligibility

- **Condition of Products:** To be eligible for a return, the product must be unused, in its original packaging, and in the same condition that you received it.
- **Timeframe:** Returns must be initiated within 7 days of the purchase date.

2. Non-Returnable Items

Certain items cannot be returned, including:

- Products that have been used or damaged after delivery.
- Items that are not in their original packaging or have missing parts.
- Any item that is returned more than 7 days after delivery.

3. Return Process

- **Initiate a Return:** To start a return, contact our customer service team at info@huggyaus.com.au with your order number and reason for return. We will provide you with a return authorization number and instructions on how to return the product.
- **Proof of Purchase:** A receipt or proof of purchase is required for all returns.
- **Return Shipping:** Customers are responsible for the cost of return shipping. We recommend using a trackable shipping service or purchasing shipping insurance. We cannot guarantee that we will receive your returned item.

4. Refunds

- **Refund Approval:** Once your return is received and inspected, we will notify you of the approval or rejection of your refund.
- **Refund Method:** If approved, your refund will be processed, and a credit will automatically be applied to your original method of payment within a certain number of days.
- **Partial Refunds:** In some cases, only partial refunds may be granted (e.g., if the item is not in its original condition, is damaged, or is missing parts).

5. Exchanges

- **Product Exchanges:** We only replace items if they are defective or damaged. If you need to exchange an item for the same product, contact our customer service team to arrange the exchange.

6. Contact Information

For any questions regarding returns, please contact us at:

- **Email:** info@huggyaus.com.au