



## **TERM & CONDITIONS**

### **A. TERMS**

These terms and conditions and any policies or documents provided to which a link is provided in them (collectively, "Terms") set out the terms of use that apply to [www.readytowearbodyarmor.com](http://www.readytowearbodyarmor.com) and the mobile apps websites and owned by and/or operated by or on behalf of Doo Aquino LLC ("Platforms"). Doo Aquino LLC is referred to in these Terms as "Ready to Wear Body Armor," or Ready to Wear Tech "we," or "us". If you have any questions regarding the Platforms or these Terms, or in the unlikely event that you have any complaints about any products purchased by you from the Platforms, you can contact us at:

Doo Aquino LLC  
745 5th Ave. STE 500 -CARR  
New York NY 10151  
United States

[Contact us](#)

212-300-7285  
[readytoweartech@gmail.com](mailto:readytoweartech@gmail.com)

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## **B. USE OF ( e-commerce) PLATFORMS**

**B1-**The Terms apply to your use of and access to the Platforms including all orders submitted by you for any products or services made available by us for purchase over the ( e-commerce) Platforms. By accessing any of the Platforms you acknowledge that you have read, understand, and agree to be unconditionally bound by these Terms and we therefore advise you to read these Terms carefully and to save or print a copy of these Terms for future reference. If you do not agree to these Terms, you must cease using and accessing all of the ( e-commerce) Platforms immediately. The Terms may be changed and updated from time to time and any changes will be effective from the publication of the amended Terms on the (e-commerce ) Platforms. Please note that all options available on [www.readytowearbodyarmor.com](http://www.readytowearbodyarmor.com) may not be available on any mobile applications owned by and/or operated by us or where [www.readytowearbodyarmor.com](http://www.readytowearbodyarmor.com) is accessed using a mobile device.

**B2-**Please note that these Terms do not affect your statutory rights as a consumer.

**B3-**You agree that the information you provide when you sign up or register on any Platform is not misleading, true and accurate in all respects and you will notify our customer service team of any changes to that information.

**B4-**We may change, withdraw, or suspend access to any (e-commerce) Platform (in whole or part and permanently or temporarily) with or without notice and with no liability to you.

**B5-**The (e-commerce) Platforms may include links to other websites or resources ("Linked Websites"). Doo Aquino LLC has no control over the content of Linked Websites and you agree that, should you access a Linked Website using a link from the ( e-commerce) Platforms, Doo Aquino LLC is not responsible for the availability of the Linked Websites, and is not liable in any way for the content of Linked Websites, including (without limitation) any goods or services available from such Linked Websites, other advertising or content on such Linked Websites or the use that such Linked Websites make of your personal information. Furthermore, Aquino will not be responsible for any offense, damage or loss caused by or connected to the use or reliance on such Linked Websites or the content thereon.

**B6-**Aquino LLC may deny you access to the Platforms for publication at any time in its sole discretion. Examples of when we may so deny you access include but is not limited to where we believe that your use of the Platforms is in violation of any of these Terms, any law or the rights of any third party or was not respectful to others.

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**B7-**Any material that you upload to the (e-commerce) Platforms or downloads will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute, reproduce, exploit, modify, alter and/or and disclose to third parties any such material for any purpose. Be aware, we also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Platforms constitutes a violation of their intellectual property rights or of their right to privacy.

**B8-**Doo Aquino LLC will not be responsible, or liable to you or any third party, for the content or accuracy of any materials posted by you or any other user of the (e-commerce) Platforms and you hereby agree to be responsible to Doo Aquino LLC for and indemnify, defend and hold harmless and keep Doo Aquino LLC indemnified against all costs, damages, expenses, losses and liabilities (including reasonable attorney's fees) incurred and/or suffered by Doo Aquino LLC as a result of any claim in respect of your use of the Platforms or any activity related to your account by you or any person other than Doo Aquino LLC.

## **C. ACCEPTANCE OF ORDERS**

**C.1-**All information on the (e-commerce) Platforms in relation to Products is an invitation to treat only and is not an offer or unilateral contract. You agree that your order is an offer to purchase the products listed in your order (the "Products") from us on the Terms. All orders submitted by you are subject to acceptance by us. We may choose not to accept your order in our discretion for any reason without liability to you. Examples of when we may not accept your order are as follows:

- (a)** If products are shown on the Platforms but are not available or are incorrectly priced or otherwise incorrectly described;
- (b)** If we are unable to obtain authorization of your payment;
- (c)** If you order multiple quantities of an individual Product where such Products are to be shipped to any one customer or delivery address;
- (d)** If shipping restrictions may apply to a Product.
- (e)** If the delivery address you give is the address of an entity or individual providing freight forwarding services.

**C.2-**After submitting an order to us, we will send you an order acknowledgement email with your order number and details of the Products you have ordered. Please note that this email is an acknowledgement that we have received your order and is not an acceptance of your order. Acceptance of your order and the formation of a contract of sale between us and you will not take place unless and until (i) we have sent you an email confirming that the Products have been dispatched ("Dispatch Confirmation"); or (ii) in the event (where such products is available or out of stock ) you have elected to order the Products, we have sent you an email that the goods have been dispatched or not.

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**C.3-**Orders can also be placed by choosing your region in English, French, Spanish, Arabic, or Brazilian Portuguese through our e-commerce site. Where you provide us with an email address, we will follow the process outlined with your language. If you have not provided us with an email address, we reserve the right to follow an alternative process, which will be notified to you at the time.

**C.4-**When placing an order for the first time, you may be offered the option to register with us and will be required to complete certain required fields on an order form. We may provide you with and/or ask you to use identifications and passwords and other means for you to be able to access certain areas of the Platforms, such as the My Account section of the Website or the “You” section of the Application (“Secure Access”). Where we do so, it is on the condition that you shall be responsible for ensuring that such Secure Access is kept secure and confidential at all times. You shall comply with all security directions and/or recommendations given by us and inform us immediately if you become aware of or suspect any unauthorized use of the Secure Access or if the Secure Access becomes available to an unauthorized party. Without prejudice to our other rights and remedies, we may suspend your access to any of the Platforms without liability to you, if in our reasonable opinion, such action is necessary for safeguarding the Platforms.

**C.5-**In the event prolonged inactivity causes your connection to any of the Platforms to fail, your selection of goods may be lost. In such case, you will be required to re-enter your selection. Please note that items in you're shopping basket and on your wishlist are not reserved and may be purchased by other customers.

**C.6-**Before you submit your order, you will be given the opportunity to review your selection, check the total price of your order and correct any input errors.

**C.7-**You will be charged for Products (together with the relevant delivery charges, card processing or payment processing charges) when they have been dispatched to you or, when the Products have been dispatched for delivery unless we inform you that in respect of certain products payment shall be taken in advance, when or shortly after you submit your order.

**C.8-**Variations in both the manufacturing processes we use and also the display properties of the computer hardware you use to view the Platforms may mean that the colors, measurements, fabrics and designs of the Products displayed on the Platforms, Runways and or the Products received by you may differ in appearance in minor respects.

**C.9-**We do not accept orders where the corresponding delivery address you give is that of an entity , PO Box services or individual providing freight forwarding services. In the event that we do accept any order and we subsequently become aware that the corresponding delivery address for such order is that of an entity or individual providing freight forwarding services, we shall be entitled to cancel such order upon notice to you by email or telephone.

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## **D. PRICES**

**D.1-**All prices of Products on the Platforms are stated in United States Dollars and are the price for the Products only. They do not include any applicable sales tax payable. They do not include the charge for delivery. Find out more about delivery charges at Shipping Destinations, Costs, and Delivery Times.

We endeavor to ensure that all pricing information on the ( e-commerce) Platforms is correct. Occasionally, however, an error may occur and Products may be mis-priced. If a Product's correct price is lower than the price stated on the Platforms, subject to our right to refuse an order pursuant to Section C-C1(a), we will charge the lower amount and send you the Product. If a Product's correct price is higher than the price stated on the Platforms, we will, at our discretion, contact you and ask you whether you wish to proceed with the order at the correct price or cancel your order and notify you of such cancellation. We will not be obliged to supply Products at an incorrect price. If we have taken an advance payment in circumstances where pricing information is incorrect, we shall endeavor to refund the payment taken as soon as possible if the product has not been shipped.

**D.2-**Aquino LLC may vary the prices of Products listed on the Platforms at any time and without any notice but such changes will not apply to Products in respect of which you have been sent a Dispatch Confirmation.

**D.3-**Please note that in some countries additional duties, taxes, fees, or similar charges may be payable to your national and local tax authorities on receipt of your delivery or in connection with your order, including without limitation, sales, use, excise, import, or similar taxes or duties. You will be responsible for payment of any such duties, fees, and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

## **E. PAYMENT TERMS**

**E.1-**The total cost of your order will be the purchase price for the Products, plus any delivery charges. Find out more about Shipping Destinations, Costs, and Delivery Times.

**E.2-**More information about the payment methods that we accept, and details of when an order will be charged to your account can be found in our [Payment section](#).

**E.3-**Please note that we accept payment in United States Dollars.

**E.4-**You confirm that the credit/debit card or payment method that is being used is yours and that all details you provide to us in respect thereof including, without limitation, name and address details are complete, correct and accurate. You further confirm that the credit/debit card/payment method is valid and the inputted payment details are correct. All customers are

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subject to validation checks, background checks and authorization by the card issuer/ payment method provider. If the issuer of your card/payment method refuses to authorize payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.

**E.5-**We are not responsible for any charges or other amounts which may be applied by your card issuer/payment method provider/bank as a result of our processing of your payment in accordance with your order.

**E.6-**If your credit/debit card or payment method is not denominated in the currency of your purchase indicated on the relevant Platform, the final price may be charged in the currency of your card or payment method. Such final price is calculated and charged by your card issuer/ payment method provider /bank and therefore we shall not be responsible for any cost, expense, charge or other liability which may be incurred or suffered by you as a result of your card issuer/payment method provider charging you in a different currency other than the currency of your purchase as displayed on the relevant Platform.

**E.7-**Aquino LLC, acting in its sole discretion, has the right to remove any material or posting you make on the (e-commerce) Platforms.

**E.8-**The Platforms and their services are not directed toward children under the age of 13. If you are under the age of 13, you are not permitted to use the Platforms or please consults your guardians.

**E.9-**We may offer you the ability through the Platforms to check the availability of certain products in specified seasons or special sale. The level of stock availability shown will be updated regularly but it does not guarantee that the product checked will be available when you visit the specified store. Unfortunately products cannot be reserved in our ( e-commerce) Platform using this functionality.

## **F. INVOICING**

**F.1-**Where we elect, or are required by applicable law, to issue or make available an invoice, we reserve the right to issue or make available electronic invoices and you agree to such form of invoicing.

## **G. DELIVERY, TITLE AND RISK**

**G.1-**Orders will be sent to the delivery address that you have given on your order form. We cannot be held responsible if that delivery address is incorrect or incomplete. Please note that we do not deliver to PO boxes. Please note that there are restrictions on the locations to which we deliver Products purchased from our (e-commerce) Platforms. Details of the locations to which we deliver are available from us on request.

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**G.2-**If you have selected US standard delivery and provided your order has been accepted by us, Aquino LLC will endeavor to despatch your order in accordance with the estimated delivery times set out at Shipping Destinations, Costs, and Delivery Times or as otherwise specified in the checkout process as you submit your order. Orders received after any specified cut off or last order time or received on a day which is not a working day will be processed on the next working day.

Estimated delivery times will be calculated from the date on which the order is processed, unless otherwise specified. For these purposes, a working day means any day in which banks are open for business in New York, other than Saturdays and Sundays or federal holidays in the United States of America.

Please note that all delivery options available on our ( e-commerce )Platforms may not be available when accessed using a mobile device.

**G.3-**Title in the Products will pass to you on the latter of:-

- (a) the date on which we receive payment in full for such Products; and
- (b) the date and time of collection of such Products for delivery to your nominated address.

**G.4-**Once a Product has been received by you (or your nominated third party), where appropriate, all risk of damage to, or loss of, the Product shall pass to you. In the event, all risk of damage to, or loss of, the Product shall pass to you upon the collection of such Product by you or by a third party on your behalf.

**G.5-**We shall be entitled to deliver the Products in installments and each installment shall be deemed to constitute a separate contract with us, and we shall be entitled to supply only part of an order.

**G.6-**In the event that a Product is subsequently imported into a country other than (i) the country to which we delivered the Product in the event you elect to collect your product from, where that service is available, other than the country in which is located, or (ii) you shall be responsible for complying with all local import requirements, governing laws, regulations and rules and or paying all import taxes and duties as may be applicable in respect thereof.

## **H. CANCELLATION AND RETURNS**

**H.1-**Should you wish to cancel or return any Products, you may only do so in accordance with our [Returns & Cancellation](#) policy.

**H.2-**Please note that you will not be entitled to cancel or return personalized or made to cut size Products. **This does not affect your statutory rights.**

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## **I. AGE REQUIREMENTS**

**I.1-**If you order a Product to which a minimum age requirement applies, by ordering that Product you confirm that you are of the required age. If we reasonably believe that you are not legally entitled to order a Product, we reserve the right to cancel your order.

## **J. PRE-ORDER OF RUNWAY PRODUCTS**

**J.1-**The Terms in this Section D apply to any purchase of Pre-Order Products (as defined below in Section D(2)) and apply in addition to, and in the event of any conflict take precedence over, the Terms set out in Sections C(1) to C(7). In all other respects sections in Sections C(1) to C() of the Terms continue to apply in full force and effect.

**J.2-**From time to time we may invite you to pre-order selected Products on the (e-commerce) Platforms before they are available to purchase ("Pre-Order Products"). In the event that we do so please note that the delivery options offered on the Platforms and set out in Section C(5) of the Terms shall not apply to orders of Pre-Order Products. Pre-Order Products will be shipped between 4-10 weeks from the date that the order is placed and the estimated date that the Pre-Order Product will be dispatched to you will be displayed in the checkout process as you submit your order.

**J.3-**You agree that if you order a Pre-Order Product, you will be charged shortly after you place your order and before your item is dispatched. Notwithstanding the foregoing, your credit/debit card account or payment method may reflect the deduction of the purchase price immediately upon placing the order. Please note your order is not confirmed until payment has been taken.

## **K. GENERAL- INTELLECTUAL PROPERTY**

**K.1-**The Platforms and all content (including, but not limited to, logos, text, data compilations, graphics, icons, images, photographs, audio clips, sounds, music, and software, and any combination thereof) available on the Platforms (the "Content"), is either owned by Doo Aquino LLC, and is protected by applicable copyright laws and other intellectual property laws and treaties around the World. All such rights are reserved.

**K.2-**The "Aquino" trademark " Ready to Wear Body Armor " Ready to Wear Tech as well as " Wearable Technology | The Future of Fashion", all trademarks, whether they are figurative or not, and all other marks, trade names, service marks, brand names, business names, illustrations, images, logos which appear on our Products, the Platforms, accessories or packaging, whether registered or not (the "Trade Marks"), are and remain the exclusive property of Doo Aquino LLC and/or its licensors and are protected by applicable trademark laws, regulations, directives, rules, and treaties around the world. All such rights are reserved.

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**K.3-**All other intellectual property rights (including, without limitation, registered or unregistered designs, copyrights, trademarks, patents, service marks, logos, trade dress, trade names, trade secrets, inventions, know-how, and moral rights) in or related to the Platforms, the products depicted and/or available on the Platforms and any accessories, stationery, packaging or ancillary items connected to such products, your order or the (e-commerce)Platforms (the "Intellectual Property Rights") are and shall remain the exclusive property of Doo Aquino LLC and/or its licensors and such Intellectual Property Rights are protected by applicable intellectual property laws, regulations, directives and treaties around the world. All such rights are reserved.

## **L. LIMITATIONS OF LIABILITY**

**L.1-**Nothing in these Terms limits or excludes our liability: (i) for death or personal injury caused by negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) for any other liability which cannot be limited or excluded by applicable law.

**L.2-**Subject to Section E above, Doo Aquino LLC and/or it's directors, officers, employees, consultants, agents and other representatives will not be liable, whether in contract, in tort (including, without limitation, negligence), or otherwise arising out of or in connection with these Terms, Content, User Content, or product or services on the Platforms for any:

**(a)** economic losses (including, without limitation, loss of income, revenues, data, goodwill, actual or anticipated profits, contracts, business, opportunity or anticipated savings or other intangible losses);

**(b)** loss of goodwill or reputation; or

**(c)** special, indirect, consequential, special, exemplary, punitive losses or damages suffered or incurred by you arising out of or in connection with these Terms, the Platforms, Content or User Content contained on the site, any linked site or any service or products purchased or provided through the (e-commerce) Platforms, under any contract, negligence, strict liability or other theory.

**L.3-**Subject to Sections E the sole and exclusive and maximum total liability under these Terms of Doo Aquino LLC and/or it's directors, officers, employees, consultants, agents and other representatives, whether arising under contract, tort (including negligence), strict liability, or breach of statutory duty or otherwise shall in no event exceed 100% of the price of the Product paid by you that you have purchased through the Platforms during the six month period preceding the date on which the claim arose.

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**This Section E(4) does not affect your statutory rights as a consumer.**

## **M. DATA PROTECTION**

**M.1-**By placing an order you agree and understand that we may collect, use, store and process your personal data in accordance with our Privacy Statement. Aquino LLC, fully respects the privacy of individuals who access and use the Platforms. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose we use your information and under what circumstances we disclose information please see our Privacy Statement. and [Cookie Policy](#). The terms of our Privacy Statement. are hereby incorporated into and made a part of these Terms.

## **N. ASSIGNMENT, SUBCONTRACTING ETC**

**N.1-**We reserve the right to transfer, assign, novate or subcontract all or any of our rights and obligations under these Terms provided that your rights under these Terms are not affected. You may not assign, sub-contract, novate, or otherwise transfer any of your rights or obligations under these Terms without our consent in writing.

## **O. AMENDMENTS TO THESE TERMS**

**O.1-**We reserve the right to make changes to these Terms at any time. You, and any contract of sale between us, will be subject to the version of these Terms in force at the time you order the Products in question from us. Any changes we make will be effective immediately upon notice, which we may provide by means including, without limitation, updating the Terms on the Platforms or posting a notice on the Platforms. Your continued use of the Platforms after such update or notice will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of these Terms. The revised Terms or Privacy Statement will be effective when posted. If we make changes to these Terms or our Privacy Statement and you continue to use our Platforms, you are agreeing to the revised Terms and our Privacy Statement.

## **P. EVENTS BEYOND OUR REASONABLE CONTROL**

**P.1-**We will not be held responsible for any delay or failure to perform or comply with our obligations under these Terms if the delay or failure arises from any cause, which is beyond our reasonable control. The timeframes given for the delivery of the Products ordered by you are estimates only. You acknowledge and agree, time is not of the essence.

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## **Q. SEVERANCE**

**Q.1-**Each provision of these Terms shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable form and not affect the enforceability of any of the other provisions of these Terms.

## **R. GOVERNING LAW AND JURISDICTION**

**R.1-**These Terms supersede any other prior versions of these Terms between you and Doo Aquino LLC. These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws.

## **S. ENTIRE AGREEMENT**

**S.1-**These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any contract.

**S.2-**We each acknowledge that, in agreeing to these Terms, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty ("Representations") of any person (whether a party to that contract or not) other than as expressly set out in these Terms.

**S.3-**You agree that the only rights and remedies available to you arising out of or in connection with a Representation shall be for breach of contract as provided in these Terms.

## **T. WRITTEN COMMUNICATIONS**

**T.1-**Applicable laws require that some of the information or communications we send to you should be in writing. When using the (e-commerce) Platforms, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Platforms. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This Section does not affect your statutory rights.

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## **U. NOTICES**

**U.1**-All notices given by you to us must be sent by email to Doo Aquino LLC or readytowear-tech@gmail.com. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in Section E above. Notice will be deemed received and properly served immediately when posted on the Website, 24 to 72 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified e-mail address of the addressee.

## **V. WAIVER**

**V.1**-If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled pursuant to the Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

**V.2**-A waiver by us of any default shall not constitute a waiver of any subsequent default.

**V.3**-No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Section E above.

## **W. CLAIMS OF COPYRIGHT INFRINGEMENT UNDER US LAW**

**W.1**-Doo Aquino LLC respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (“DMCA”), the text of which may be found on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf>, Doo Aquino LLC will respond expeditiously to claims of copyright infringement committed using the Platforms that are properly reported to us.

**W.2**-If you believe that your, or a third party’s, work has been copied in a way that constitutes infringement on the (e-commerce ) Platforms, you may send us a copyright infringement notice requesting that the content be removed. The notice must include:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located in the (e-commerce) Platforms are covered by a single notification, a representative list of such works);
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- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Doo Aquino LLC to locate the material on the Platforms;
- the name, address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- your address, telephone number and email address.

Please send your copyright notice to: [readytoweartech@gmail.com](mailto:readytoweartech@gmail.com)

**W.3**-Please consult your legal advisor before filing a notice as there can be penalties for false claims.

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