

Terms and Conditions - v7

Otakulicious.eu

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Terms and Conditions

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Article 1 - Definitions

In these conditions, the following definitions apply:

- Additional agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur;
- Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
- Consumer: the natural person who is not acting for purposes relating to his trade, business, craft or profession;
- Day: calendar day;
- Digital content: data produced and supplied in digital form;
- Continuous performance contract: a contract that covers the regular delivery of goods, services and/or digital content over a certain period;
- Durable medium: any tool - including email - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended and which allows unaltered reproduction of the stored information;
- Right of withdrawal: the consumer's ability to withdraw from the distance contract within the cooling-off period;
- Entrepreneur: the natural or legal person who offers products, (access to) digital content and/or services remotely to consumers;
- Distance contract: an agreement concluded between the entrepreneur and the consumer as part of an organized system for distance selling of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusive or additional use is made of one or more techniques for distance communication;
- Model withdrawal form: the European model withdrawal form included in Annex I to these terms and conditions;
- Technique for distance communication: a means that can be used to conclude an agreement without the consumer and entrepreneur being together in the same space at the same time.

Article 2 - Identity of the entrepreneur

Otakulicious, part of Kaiju Creations

Registered office: Borgstraat 145, 2890 Puurs-Sint-Amands, Belgium

Commercial register: RPR Antwerp

Email: info@otakulicious.eu

VAT: BE0878115561

Article 3 - Applicability

- These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
- Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, how the general terms and conditions can be viewed by the consumer and that they will be sent free of charge at the consumer's request as soon as possible.
- If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not reasonably possible, it will be indicated, before the distance contract is concluded, where the general terms and conditions can be accessed electronically and that they will be sent to the consumer electronically or in another manner free of charge upon request.
- In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis, and the consumer may always invoke the applicable provision that is most favorable to them in the event of conflicting conditions.

Article 4 - The offer

- All images, photos, etc. on otakulicious.eu, including data regarding weight, dimensions, color, etc., are approximate, indicative, and cannot be the basis for compensation or termination of the agreement.
- The products sold on otakulicious.eu are of a sexually explicit nature and are intended for mature audiences (18 years or older) only and are legal to be sold to and owned by adults (18 years or older) under Belgian law. You affirm that you are at least 18 years of age and are fully able and competent to enter into the agreements set forth in these Terms of Service and to abide by and comply with these Terms. Otakulicious can not be held accountable if you are not legally allowed to buy or own such materials in your jurisdiction, if your purchases get seized at customs for these reasons or if you are prohibited to receiving or viewing sexually explicit content in your jurisdiction.
- All models, actors, actresses and other persons that appear in any visual depiction of actual sexually explicit

conduct appearing or otherwise contained in this website or in the products sold on Otakulicious were over the age of eighteen years at the time of the creation of such depictions. With respect to all visual depictions displayed on this website, whether of actual sexually explicit conduct, simulated sexual content or otherwise, all persons in said visual depictions were at least 18 years of age when said visual depictions were created. The owners and operators of this Website are not the primary producer of any of the visual content contained in the Website.

Article 5 - The agreement

- The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and fulfills the conditions set for it.
- If the consumer accepts the offer electronically, the entrepreneur will promptly confirm the receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
- If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures for that purpose.
- Within the framework of the law, the entrepreneur can inquire whether the consumer is able to meet their payment obligations, as well as obtain information on facts and factors that are important for a responsible conclusion of the distance agreement. If, based on this investigation, the entrepreneur has good grounds for not entering into the agreement, they have the right to refuse an order or request, or to attach special conditions to the implementation thereof.
- At the latest upon delivery of the product, service, or digital content to the consumer, the entrepreneur will provide the following information in writing or in such a way that the consumer can store it in an accessible manner on a durable medium:

The address of the entrepreneur's establishment where the consumer can address any complaints;

The conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

Information about warranties and after-sales services; The price including all taxes of the product, service, or digital content; if applicable, the delivery costs; and the method of payment, delivery, or performance of the distance agreement; The requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite; If the consumer has a right of withdrawal, the model withdrawal form.

- In the case of a continuing performance contract, the provisions of the previous paragraph shall only apply to the first delivery.

Article 6 - Right of withdrawal

- By law, the buyer is entitled to a 14-day cooling-off period during which they can notify Otakulicious in writing that they wish to cancel the purchase. The buyer bears the transportation costs for returning the purchase, and the purchase amount will be refunded. In practice, Otakulicious can only apply this right to non-food items, excluding (opened) books (no plastic wrapper) due to hygienic and other reasons. This also excludes all food items.
- The buyer must inspect the delivered goods upon receipt. If it is found that the goods are incomplete or damaged, the buyer must immediately notify Otakulicious in writing, and the goods will be replaced or refunded if the complaint is valid.

Article 7 - Obligations of the consumer during the cooling-off period

- During the cooling-off period, the consumer shall handle the product and its packaging with care. The consumer shall only unpack or use the product to the extent necessary to determine the nature, characteristics, and functioning of the product. The principle here is that the consumer may only handle and inspect the product as they would be allowed to do in a physical store.
- The consumer is liable for any diminished value of the product resulting from the handling of the product beyond what is necessary to establish its nature, characteristics, and functioning as stated in paragraph 1.
- The consumer is not liable for any diminished value of the product if the entrepreneur has not provided the consumer with all legally required information about the right of withdrawal before or at the time of concluding the agreement.

Article 8 - Exercise of the consumer's right of withdrawal and associated costs

- If the consumer wishes to exercise their right of withdrawal, they shall notify the entrepreneur of this within the cooling-off period by means of the model withdrawal form or in any other unambiguous manner.
- The consumer shall return the product as soon as possible, but no later than 14 days after the day following the notification referred to in paragraph 1, or hand it over to the entrepreneur or a representative authorized by the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product themselves. The consumer has observed the return period in any case if they return the product before the cooling-off period has expired.
- The consumer shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
- The risk and burden of proof for the correct and timely exercise of the right of withdrawal lie with the consumer.
- The consumer shall bear the direct costs of returning the product. If the entrepreneur has not notified the consumer that they should bear these costs or if the entrepreneur has stated that they will bear the costs themselves, the consumer is not required to bear the costs of return.
- The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if: prior to delivery, they have not expressly agreed to commence performance of the contract before the end of the cooling-off period; they have not acknowledged that they will lose their right of withdrawal by giving their consent; or the entrepreneur has failed to confirm this declaration by the consumer.
- If the consumer exercises their right of withdrawal, any additional agreements will be automatically dissolved.

Article 9 - Obligations of the entrepreneur in case of withdrawal

- If the entrepreneur enables the consumer to submit a withdrawal notification electronically, they shall promptly send a confirmation of receipt after receiving the notification.
- The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, without undue delay and no later than 14 days from the day on which the consumer notified them of the withdrawal. Unless the entrepreneur offers to collect the product themselves, they may wait to refund until they have received the product or until the consumer has provided proof of returning the product, whichever occurs earlier.
- The entrepreneur will use the same means of payment for the refund that the consumer used, unless the consumer agrees to a different method. The refund will be provided at no cost to the consumer.

- If the consumer has chosen a more expensive method of delivery than the standard delivery, the entrepreneur is not required to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion of the right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this in the offer, or at least in a timely manner before the conclusion of the agreement:

- Products or services whose price is subject to fluctuations in the financial market that are beyond the control of the entrepreneur and that may occur within the withdrawal period;
- Agreements concluded during a public auction. A public auction means a sales method where products, digital content, and/or services are offered by the entrepreneur to the consumer who is personally present or has the opportunity to be present at the auction, conducted under the supervision of an auctioneer, and where the successful bidder is obliged to purchase the products, digital content, and/or services;
- Service contracts, after the complete execution of the service, but only if: the execution started with the consumer's explicit prior consent; and the consumer declared that they would lose their right of withdrawal once the contract has been fully performed by the entrepreneur;
- Products made to the consumer's specifications or clearly personalized;
- Products that are liable to deteriorate or expire rapidly;
- Sealed products that are not suitable for return due to health protection or hygiene reasons and whose seal has been broken after delivery;
- Products that, by their nature, are inseparably mixed with other items after delivery;
- Products such as books, comics, and manga, which can be used within a short period of time after receipt and could be falsely described as "unused" afterwards, considering their nature.

Article 11 - The price

- All prices on otakulicious.eu are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.
- In deviation from the previous paragraph, the entrepreneur may offer products or services at variable prices when the prices are subject to fluctuations in the financial market and the entrepreneur has no control over these fluctuations. The offer should indicate that the prices are subject to fluctuations and that the indicated prices are indicative.
- The prices stated in the offer of products or services include VAT.
- All prices are exclusive of delivery costs, which depend on the nature of the goods and the destination. These costs will be clearly specified when placing the order.

Article 12 - Performance of the agreement and additional guarantee

- The entrepreneur shall exercise the utmost care when receiving and executing orders for products and when assessing requests for the provision of services.
- Otakulicious will make every effort to deliver the ordered items within seven working days after the order confirmation and receipt of payment, if available. In order to proceed with the delivery of an order, the buyer may be contacted to verify the accuracy of the order. This may cause some delay in delivery. Please provide a daytime contact number during registration to minimize potential delays.
- The aforementioned delivery times are indicative and not absolute deadlines.
- The address provided by the consumer to the entrepreneur shall be deemed the place of delivery.
- Subject to the provisions of Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders expeditiously but no later than 30 days, unless a longer delivery period has been agreed upon. If the delivery is delayed or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after placing the order. In such cases, the consumer has the right to dissolve the agreement free of charge and is entitled to compensation for any damages incurred.
- After dissolution in accordance with the preceding paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
- The risk of damage to and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative, unless expressly agreed otherwise.

Article 13 - Delivery and performance

- The entrepreneur shall exercise the utmost care when receiving and executing orders for products and when assessing requests for the provision of services.
- Otakulicious will make every effort to deliver the ordered items within seven working days after the order confirmation and receipt of payment, if available. In order to proceed with the delivery of an order, the buyer may be contacted to verify the accuracy of the order. This may cause some delay in delivery. Please provide a daytime contact number during registration to minimize potential delays.
- The aforementioned delivery times are indicative and not absolute deadlines.
- The address provided by the consumer to the entrepreneur shall be deemed the place of delivery.
- Subject to the provisions of Article 4 of these general terms and conditions, the entrepreneur shall execute accepted orders expeditiously but no later than 30 days, unless a longer delivery period has been agreed upon. If the delivery is delayed or if an order cannot be fulfilled or can only be partially fulfilled, the consumer will be notified of this no later than 30 days after placing the order. In such cases, the consumer has the right to dissolve the agreement free of charge and is entitled to compensation for any damages incurred.
- After dissolution in accordance with the preceding paragraph, the entrepreneur will refund the amount paid by the consumer without delay.
- The risk of damage to and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced representative, unless expressly agreed otherwise.
- Goods will only be delivered within the European Union.

Article 14 - Payment

- Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period, or, in the absence of a cooling-off period, within 14 days after the conclusion of the agreement. In the case of a service agreement, this period starts on the day after the consumer receives the confirmation of the agreement.
- In consumer sales, the consumer may never be obliged in the general terms and conditions to make a payment in advance of more than 50%. If advance payment is agreed upon, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the agreed advance payment has been made.
- The consumer has the obligation to promptly report any inaccuracies in the provided or stated payment details to the entrepreneur.

Article 15 - Complaints procedure

- The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
- Complaints about the performance of the agreement must be submitted to the entrepreneur in a timely, complete, and clearly described manner after the consumer has discovered the defects.
- Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed response.
- If the complaint cannot be resolved in mutual consultation within a reasonable period of time or within 3 months after it has been submitted, a dispute arises that is susceptible to the dispute resolution scheme.

Article 16 - Disputes

- Only Belgian law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

Article 17 - Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Privacy Policy

Otakulicious processes personal data in accordance with this privacy statement. For further information, questions, or comments regarding our privacy policy, please contact us at info@otakulicious.eu.

Processing Purposes

Otakulicious collects and processes customer personal data for customer and order management.

Legal Basis for Processing

Personal data is processed based on Article 6.1. (a) consent, (b) necessary for the performance of a contract, (c) necessary to comply with a legal obligation, (f) necessary for the purposes of the legitimate interests pursued by the data controller or a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject. Insofar as the processing of personal data is based on Article 6.1. (a) consent, the customer always has the right to withdraw the given consent.

Retention Period

The personal data processed for customer management will be retained for the period necessary to comply with legal requirements (including accounting).

Right of Access, Rectification, Erasure, Restriction, Objection, and Data Portability

The customer has the right to access his/her personal data and can rectify them if they are incorrect or incomplete, have them erased, restrict their processing, and object to the processing of personal data concerning him/her based on Article 6.1. (e) or (f), including profiling based on those provisions. Furthermore, the customer has the right to obtain a copy (in a structured, commonly used, and machine-readable format) of his/her personal data and to have the personal data transmitted to another company.

In order to exercise the aforementioned rights, the customer is asked to:

Adjust the settings of his/her customer account him/herself; and/or

Send an email to the following email address: info@otakulicious.eu

Direct Marketing

The customer has the right to object free of charge to the processing of his/her personal data for direct marketing purposes.

Complaint

The customer has the right to lodge a complaint with the Commission for the Protection of Privacy (Drukpersstraat 35, 1000 Brussels - commission@privacycommission.be).

Cookies

We use cookies on this website. A cookie is a small and simple file that is sent along with pages of this website and stored by your browser on the hard drive of your computer. The information stored therein can be sent back to our servers on a subsequent visit.

Use of Persistent Cookies

With the help of a persistent cookie, we can recognize you on a new visit to our website. The website can, therefore, be customized to your preferences. Even when you have given consent for the placement of cookies, we can remember this through a cookie. This saves you from repeating your preferences, thereby saving time and enabling a more pleasant use of our website. Persistent cookies can be deleted through your browser settings.

Session Cookies

With the help of a session cookie, we can see which parts of the website you have viewed during your visit. We can, therefore, adjust our service as much as possible to the surfing behavior of our visitors. These cookies are automatically deleted as soon as you close your web browser.

Tracking Cookies from our Advertisers

With your consent, our advertisers place "tracking cookies" on your devices. They use these cookies to track which pages you visit from their network, in order to build a profile of your online browsing behavior. This profile is also based on similar information they receive about you from your visits to other websites within their network. This profile is not linked to your name, address, email address, and similar information known to us, but serves only to tailor advertisements to your profile so that they are as relevant to you as possible.

Google Analytics

This website places a cookie from the American company Google as part of the "Analytics" service. We use this service to track and receive reports on how visitors use the website.

Google may disclose this information to third parties if required by law or to the extent that third parties process the information on Google's behalf. We have no influence over this. We have not allowed Google to use the obtained analytics information for other Google services.

The information collected by Google is anonymized as much as possible. Your IP address is explicitly not provided. The information is transferred to and stored by Google on servers in the United States. Google adheres to the Privacy Shield principles and is affiliated with the Privacy Shield program of the US Department of Commerce. This means that there is an adequate level of protection for the processing of any personal data.

Social Media

Our website includes buttons to promote or share web pages on social networks such as Facebook, Instagram and Twitter. These buttons work using pieces of code that originate from Facebook and Twitter themselves. By means of this code, cookies are placed. We have no influence over this. Please read the privacy statement of Facebook, Instagram and Twitter (which may change regularly) to understand what they do with your (personal) data processed through these cookies.

The information they collect is anonymized as much as possible. The information is transferred to and stored by Twitter, Instagram and Facebook on servers in the United States. Twitter, Instagram and Facebook adhere to the Privacy Shield principles and are affiliated with the Privacy Shield program of the US Department of Commerce. This means that there is an adequate level of protection for the processing of any personal data.

Right to Access and Correction or Deletion of Your Data

You have the right to request access to and correction or deletion of your data. Please refer to our contact page for this purpose. To prevent misuse, we may ask you to adequately identify yourself. When it comes to access to personal data linked to a cookie, you must send a copy of the cookie in question. You can find these in the settings of your browser.

Enabling and Disabling Cookies and Deleting Them

For more information on enabling and disabling and deleting cookies, please refer to the instructions and/or the Help function of your browser.

Notification of Privacy Violation

If you believe that Otakulicious is committing an unlawful breach of your privacy, please immediately notify us at info@otakulicious.eu. We will make every effort to identify the problem and take the necessary measures.

Disputes

This online agreement and any disputes and claims arising from the use of this site or any data contained therein are governed by Belgian law. By consulting this website, you submit to the jurisdiction of the courts of Antwerp, Belgium, and you may only bring proceedings related to such matters before those courts.