

General

Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, which may be updated by us from time to time without notice. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website without notice.

Privacy Policy

These Terms of Service incorporate our privacy policy, which sets out how we will use your information, can be found at our Privacy Policy page. By using this website, you consent to the processing of information as described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content, including the Poowee brands and all other trademarks, trade names and logos made available to you on or through this website remain the property of Poowee Pty Ltd and its related bodies corporate (as defined in the Corporations Act 2001 (Cth)) ("Poowee") or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Poowee and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, duplicate, copy, sell, distribute or otherwise reproduce or exploit, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible. Please refer to our Delivery or Returns & Exchange pages for further information.

In order to contract with Poowee you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Poowee retains the right to refuse any request made by you.

Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. Unless otherwise provided for in these terms and conditions, you may not cancel or amend your order (including the delivery address, changes to colour or size, or removing items) after your order has been placed. Please ensure all details provided are full and correct at the time of order placement. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your credit or debit card.

Pricing & Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors (including processing errors) may occur. If we discover an error in the price or payment of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If the order is cancelled and you have already paid for the goods, you will receive a full refund.

Where applicable, prices are inclusive of GST. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

Discount/Promo Codes

We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made through this Website. The conditions of use relating to any discount code will be specified at the time of issue.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Poowee and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation any direct, indirect, special, consequential, punitive or incidental

damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Poowee's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

Linking to This Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Links From This Website

If we link to other websites, we take no responsibility for the content of, and make no representations as to the accuracy of any third party websites we make link to from this Website.

Indemnity

You agree to indemnify, defend and hold harmless Poowee, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of these Terms of Service.

Variation

Poowee shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise: please let our customer service team know if you have any complaints or comments please email us at hello@poowee.au

Waiver

If you breach these conditions, failure by us to take action will not constitute a waiver of our rights and remedies arising from that breach and we reserve our entitlement to enforce our rights and remedies in relation to that breach or any other situation where you commit a breach of these Terms of Service. Any waiver of any provision of the Terms of Service will be effective only if it is in writing and executed by Poowee.

Governing Law and Jurisdiction

These Terms of Service are to be construed in accordance with the laws of Western Australia, Australia and in the event of any dispute or claim associated with these Terms of Service, that dispute or claim shall be subject to the exclusive jurisdiction of Western Australia, Australia.

Severability

Any provision in these Terms of Service which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms of Service or affecting the validity or enforceability of that provision in any other jurisdiction.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Poowee.