

# ZEPHYR PTY LTD – TERMS AND CONDITIONS

## GENERAL

Your access and/or use of our website is governed by these Terms of Use. We may from time to time amend these Terms of Use, without notice to you. By accessing and/or using our website, you agree to these Terms of Use, and any amendments of it from time to time. Any amendment to these terms of use will be set out on this website.

1. **Agreement and Eligibility.** By agreeing to these Terms of Service, you acknowledge that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site.
2. **Acceptable Use.** You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit or in any other way use code of a destructive nature threatening the Service or its users. A breach or violation of any of the Terms will result in an immediate termination of your Services. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
3. **Right to Refusal.** We reserve the right to refuse service to anyone for any reason at any time.
4. **Content Security.** You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

## YOUR GENERAL OBLIGATIONS

You must not: use our website for any activities that breach any laws, regulations, standards, codes, and/or any third party's rights, post to or transmit to or attempt to transmit via our website:

1. any material which interferes with any person or entity, or prevents any person or entity from accessing, using, or enjoying our website; any material which interferes with any person or entity, or prevents any person or entity from accessing, using or enjoying our website.
2. any obscene, indecent, inflammatory, pornographic, illegal, unlawful, defamatory, harassing, threatening, menacing, offensive or otherwise inappropriate material; and/or c) any viruses, worms, defects, Trojan horses or similar disabling or malicious code.
3. engage in any illegal, unlawful, or fraudulent conduct, and without limitation, you must not:
  - a. make fraudulent enquiries and/or requests through our website.
  - b. use another person's details without their permission or impersonate another person when using our website.
  - c. create accounts by automated means or under false or fraudulent pretences; and/or
  - d. use the website to violate the security of any computer or other network; (5) tamper with or hinder the operation of our website.
  - e. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the website.
  - f. copy or translate for commercial use, reproduce, adapt, vary, or modify any material in this website without the prior written consent of Zephyr Fans Pty Ltd; and,
  - g. modify, vary modify, adapt, translate, or reverse engineer any portion of the website.

## DISCLAIMER & LIABILITY

- 1. Timeliness.** We are not responsible if information made available on this or through a Service is not accurate, complete, or current. The material in this Service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or timelier sources of information. Any reliance on the material from this Service is at your own risk.
- 2. Historical Information.** This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site or Service at any time, but we have no obligation to update any information on our site or Service. You agree that it is your responsibility to monitor changes to our Services.
- 3.** All content on our website is provided on an "as is" basis and may contain errors or omissions (including typographical errors). We do not provide any warranty or guarantee as to the: (a) completeness or accuracy of information on our website; and (b) suitability of the website or any product and/or service referred to on our website for your purpose.
- 4.** To the full extent permitted by law: (a) we exclude all implied terms, warranties and conditions relating to the website, any product and/or service referred to on the website, and these Terms of Use; and (b) we exclude, and are not liable for, all liabilities, losses, damages, expenses and costs of any kind (including without limitation any indirect and consequential losses such as loss of revenue, loss of profits, loss of anticipated savings, any other commercial or economic loss of any kind and loss or corruption of data) as a result of or in connection with your access and/or use of our website, and/or any of our acts or omissions (including negligence).
- 5.** You agree that if we are liable to you, and are unable to exclude such liability, our liability to you for any loss or damage will be reduced to the extent (if any) that you cause or contribute to the loss or damage.
- 6.** Nothing in these Terms of Use is intended to limit or exclude any liability or term that cannot be excluded by law.
- 7.** We reserve the right to amend the content of our website at any time without notice. If any products and/or services are displayed on our website, we reserve the right to discontinue or change the products and/or services, their prices, colours, specifications, and any other details about them at any time without notice.

## Products & Services

- 1. Pricing and Discontinuation.** Prices for our Service are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.
- 2. Online Exclusivity.** Certain products or services may be available exclusively online through an app or a website. These products or services may have limited quantities and are subject to return or exchange only according to our returns policy.
- 3. Limitations.** We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

## LINKS TO THIRD PARTY WEBSITES

1. Our website may contain links to third party websites. We make no representations or warranties about these third parties or the content of their websites and have no responsibility or liability for those third party websites or the acts and omissions of those third parties.
2. The links to third party websites do not indicate, expressly or impliedly, that we endorse the third party's website, and/or any products and/or services displayed on them.

## INTELLECTUAL PROPERTY RIGHTS

1. All content on our website is protected by copyright and other intellectual property rights.
2. You must not adapt, reproduce, broadcast, decompile, distribute, copy, store, transmit, publish, display, use, exploit or create derivative works from any part of our website, or commercialise any content on our website without our prior written consent.

## PERSONAL INFORMATION – ACCOUNTS

1. **Order Management.** We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.
2. **Contact and Billing Information.** You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information so that we can complete your transactions and contact you as needed.
3. **Account Management and Personal Information.** Your submission of personal information through any Service, App or website is governed by our Privacy Policy. The Service may generate a username (login) and you will be prompted to create a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. If you purchase Services, request any add-ons to a Service or buy a Service after you are logged in, then your login serves as the sole approval to purchase, and a written signature is not required.
4. **Credit Payment Methods.** Customers who have been approved for term credit and are invoiced for their orders may pay their invoice through one of our customary term credit payment methods of: Check, money order, wire transfer or ACH payment. Any such term credit approved customers who subsequently elect to pay their term invoice by credit card will also be charged a convenience fee for doing so. The exact amount of the convenience fee will be communicated to the customer before the transaction is processed and the card is charged. The Fee is calculated by multiplying the amount sought to be charged to the credit card by .03. (Fee = .03 x Total Amount Paid). If the customer elects not to pay the convenience fee, the customer may use one of the other payment channels alluded to above, free of charge.

## TERMINATION

1. We may at any time, with or without notice, terminate, suspend, or limit your access and use of our website and (where relevant) any account you open on our website, if: (a) you breach any of these terms and either the breach cannot be remedied or you fail to remedy the breach within 14 days of the date of your breach (whether or not we give you notice of your breach in such cases); (b) any event or situation occurs beyond our reasonable control; and/or (c) there are legitimate business or commercial reasons.

## PRIVACY

1. We are committed to protecting your privacy. We will collect, use and disclose and hold personal information in accordance with the Privacy Act 1988 ("the Act").
2. Our Privacy Policy is incorporated into these [Terms of Use](#).

## SUBMISSIONS, COMMENTS & FEEDBACK

1. **Content Ownership.** If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
2. **Content Management.** We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
3. **Comment Content.** You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## OTHER

1. If any of these terms are deemed invalid, void, or unenforceable, they will be severed from these Terms of Use and the remaining terms will remain valid and enforceable.
2. These Terms of Use are governed by the laws of the courts with exclusive jurisdiction throughout Australia, and both parties agree to the non-exclusive jurisdiction of the courts, and of courts entitled to hear appeals from those courts.