

PROGRESSIVE DRONES PTY LTD T/A ZUMAH & CO – TERMS AND CONDITIONS

- We may cancel, at any time before delivery and for whatever reason, an order that we have previously accepted. Where we do so, we will refund you using the original payment method used for the order;
- Our liability under these terms is limited to the price paid by you for the products the subject of the relevant claim, and we will not be liable for consequential loss;
- We will have no liability for loss of, or damage to, the products, any injury or loss to any person, failure or delay in providing the products or a breach of any law, where such loss was caused or contributed to by any event or circumstance beyond our reasonable control or act or omission of you or your related parties;
- We may amend these Terms at any time by publishing updated terms on our Site;

1 Introduction

- (a) This website (**Site**) is operated by Progressive Drones Pty Ltd t/a Zumah & Co (ABN: 63 625 752 605) (**we, our or us**). These terms and conditions (**Terms**) are between us and **you**, the person placing an order for products through the Site.

2 Use of the Site

- (a) You accept these Terms by placing an order via the Site.
- (b) You must not use the Site and/or place an order for products through the Site unless you are at least 16 years old.
- (c) When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (1) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (2) using the Site to defame, harass, threaten, menace or offend any person;
 - (3) using the Site for unlawful purposes;
 - (4) interfering with any user of the Site;
 - (5) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
 - (6) using the Site to send unsolicited electronic messages;
 - (7) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
 - (8) facilitating or assisting a third party to do any of the above acts.

3 Accounts

- (a) You may purchase products from us without an account or you may choose to create an account with us which allows you to review your order history, save your wish list, etc. You may also register for an account using your Facebook or other social media network account (**Social Media Account**). If you sign in to your account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
- (b) You must ensure that any personal information you give to us when creating an account is accurate and up-to-date. All personal information that you give to us will be treated in accordance with our Privacy Policy.
- (c) It is your responsibility to keep your account details confidential. You are responsible for all activity on your account, including purchases made using your account details.

4 Orders

- (a) You may order products from us as set out on the Site. If you place an order for products on our Site, you are making an order to purchase the product(s) for the price listed on the Site (including the delivery fees or other applicable charges and taxes).
- (b) We may, at our absolute discretion, accept or reject an order. If we need to reject your order, we will notify you within a reasonable time after your order is placed. Once we accept an order, a binding agreement is formed for the supply of products to you in accordance with these Terms.
- (c) It is your responsibility to check the order details, including selected products, delivery details and pricing, before you submit your order through the Site.

- (d) When you order and pay on the Site and your payment has been validated, we will provide you with an order confirmation email, which may include an order ID, the delivery and billing addresses and a description of what was ordered.
- (e) All purchases made through the Site are subject to availability. We do our best to keep products in stock and to keep the Site up to date with the availability of products.
- (f) We may cancel, at any time before delivery and for whatever reason, an order that we have previously accepted, including where there is a considerable delay in dispatching your order, if for any reason we cannot supply the products you order (for example for an event beyond our reasonable control) or if products ordered were subject to an error on our Site (for example in relation to a description, price or image). We will contact you using the details you provided when you placed your order. You may choose to receive a refund or a store credit. If you choose a refund or store credit, any delivery costs you have paid for the products will be refunded to you.

5 Price and payments

- (a) You must pay us the purchase price of each product you order, plus any applicable delivery costs as set out on the Site (the **Price**) in accordance with this clause. All amounts are stated in Australian dollars and are inclusive of Australian GST (where applicable).
- (b) You must pay the Price upfront using one of the methods set out on the Site.
- (c) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- (d) The payment methods we offer are set out on the Site. We may offer payment through a third-party provider for example, Afterpay, ZipPay, ShopPay and PayPal. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- (e) We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- (f) Where you order the products for delivery outside Australia, you may need to pay custom charges or taxes in addition to the Price.
- (g) We may from time to time issue promotional discount codes for certain products on the Site.
- (h) To claim the discount, you must enter the promotional discount code at the time of submitting your order through the Site.
- (i) The conditions of use relating to promotional discount codes will be set out on the Site. We may also from time to time run competitions on the Site or on social media. These competitions are subject to terms and conditions which will be made available on the Site at the time of the competition.

6 Delivery, title and risk

- (a) If possible we will deliver the products to the delivery address you provide when making your order. We deliver worldwide (unless our delivery company does not deliver to your area).
- (b) Delivery costs are set out on the Site and may be paid in addition to the Price.
- (c) We normally dispatch products within 24 hours of receiving an order, unless otherwise noted on the Site. Any delivery periods displayed on the Site are estimates only, based on the information provided by the delivery company.
- (d) We deliver the products using a range of delivery methods. You may need to sign for some deliveries. If neither you nor your authorised representative is at the delivery address to accept delivery, you agree that we may leave the products at your premises.
- (e) Title to the products will remain with us until you have paid the Price in full for the products. Until title passes, you must not do anything which seeks to create an encumbrance, lien, charge or other interest in or over the products.
- (f) Risk in the products will pass to you as soon as they are delivered to the delivery address you provided in your order.

7 Returns

Change of mind returns

- (a) We do not accept returns for change of mind or other circumstances. You may have rights under the Australian Consumer Law (see below) in addition to this clause.

8 Australian Consumer Law

- (a) Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. In Australia, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the

goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.

- (b) Where you return products to us to seek an Australian Consumer Law remedy, you will need to cover any associated costs (for example delivery costs) of you returning the products to us.
- (c) Where your claim is a valid claim under the Australian Consumer Law, we will refund your return delivery costs and, depending on the failure, either dispatch a new or repaired replacement product or refund you the Price of the relevant product. Please contact us for further information.

9 Limitations

- (a) You may have rights under the Australian Consumer Law (see above), and nothing in this Limitations clause attempts to modify or exclude those rights.
- (b) Despite anything to the contrary, to the maximum extent permitted by law:
 - (1) our maximum aggregate liability arising from or in connection with the Terms (including the products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the products the subject of the relevant claim; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by, arising from or connected with any event or circumstance which is beyond our reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

10 Intellectual property

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Site, and the products) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- (b) We authorise you to use Our Intellectual Property solely for your own personal, non-commercial use, and in the manner in which it was intended to be used.
- (c) You must not use Our Intellectual Property for commercial purposes, including, for example, to advertise your own business, for re-sale, or for any other revenue generation activity.
- (d) You must not, without our prior written consent:
 - (1) copy, in whole or in part, any of Our Intellectual Property;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (3) breach any intellectual property rights connected with the Site or the products, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.
- (e) Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
 - (1) you do not assert that you are the owner of Our Intellectual Property;
 - (2) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
 - (3) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
 - (4) you comply with all other terms of these Terms.

11 Content you upload

- (a) We encourage you to interact with the Site and with us on social media! You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on the Site. We may run campaigns via the Site and via social media that encourage you to post User Content on social media using specific hashtags (#) (**Tag**).
- (b) If you make any User Content available on or through the Site, including on social media using a Tag, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of the Site and our social media platforms. We agree to only modify User Content to the extent reasonably required by us. You may request that any of your User Content is removed from the Site or social media by sending us an email to the address at the end of these Terms. We will endeavour to action any removal requests within a reasonable time.
- (c) You agree that you are solely responsible for all User Content that you make available on or through the Site, including on social media using a Tag. You represent and warrant that:
 - (1) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
 - (2) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site (including on social media) will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- (d) We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

12 General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (b) **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you submitted your order or in your account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- (c) **Feedback and complaints:** We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- (d) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (e) **Entire agreement:** Subject to your rights under the Australian Consumer Law, the Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (f) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any order that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you placed your order.
- (g) **Governing law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Site.
- (h) **Third party sites:** The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Site, such third party provides the goods and services to you, not us.

For any questions and notices, please contact us at:

Progressive Drones Pty Ltd t/a Zumah & Co (ABN: 63 625 752 605)

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