

WEBSITE TERMS AND CONDITIONS

BullAnt Security Pty Ltd (the Company)

1. TERMS

These Terms and Conditions govern your use of this website; by using this website, or placing an order, you agree to these Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this website. The materials contained in this web site are protected by applicable copyright and trade mark law.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these Terms and Conditions you warrant and represent that you are at least 18 years of age and have appropriate authority if you are using on behalf of a third party.

This website uses cookies. By using this website and agreeing to these Terms and Conditions, you consent to the Company's use of cookies in accordance with the terms of the Company's privacy policy / cookies policy.

2. WEBSITE USE

You may view, download for caching purposes only, and print from the website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms and Conditions.

You must not:

- edit or otherwise modify any material on the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for any commercial purpose (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on the Company site;
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- redistribute material from this website (except for content specifically and expressly made available for redistribution).

3. ACCEPTABLE USE

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Company's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the Company's written consent.

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4. RESTRICTED ACCESS

Access to certain areas of this website may be restricted. The Company reserves the right to restrict access to these areas of this website, or indeed this entire website, at the Company's sole discretion.

If the Company provides you with or request a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. The Company will not be held responsible or liable whatsoever due to unauthorised use of your User ID and password.

The Company may disable your user ID and password in the Company's sole discretion without notice or explanation.

5. USER CONTENT

In these Terms and Conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to the Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to the Company the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Company or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Company reserves the right to edit or remove any material submitted to this website, or stored on the Company servers, or hosted or published upon this website.

Notwithstanding the Company's rights under these Terms and Conditions in relation to user content, the Company does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

6. NO WARRANTIES

This website and materials on The Company's Website is provided "as is" without any representations or warranties, express or implied. The Company hereby disclaims and negates all other warranties, including without limitations, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, the Company does not warrant or make any representation concerning the accuracy, likely results or reliability of the use of the materials on its Internet website or otherwise relating to such materials of on any sites linked to this site.

7. LIMITATIONS OF LIABILITY

The Company will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or

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- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Company has been expressly advised of the potential loss.

8. COPYRIGHT, TRADEMARKS AND OWNERSHIP OF RIGHTS

The copyright, trademarks and other intellectual property rights contained within this site are owned by or licensed to the Company or our suppliers and unless authorised, the use or misuse of them is forbidden.

9. LINKS

The Website may contain links to other web sites. Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked web sites.

10. PRIVACY POLICY

The Company takes your privacy very seriously and adhere to the requirements set out in the Australian Privacy Act 1988. You can view the full details of our [Privacy Policy](#) in the link provided. Please note that by agreeing to these Terms and Conditions you will be deemed also to have read, understood and agreed to our Privacy Policy in its whole.

11. REASONABLENESS

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

12. VARIATION

The Company may revise these Terms and Conditions from time-to-time. Revised Terms and Conditions will apply to the use of this website from the date of the publication of the revised Terms and Conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

13. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

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14. PRICING

Prices displayed on the Website are subject to change without notice. Once an Order has been accepted by the Company the price of the Product cannot be varied except by agreement between You and the Company in writing or by email.

15. DELIVERY COSTS

All prices listed on the Website excludes Delivery Costs. Delivery Costs are shown separately on an order.

16. RETURNS

Inspect all merchandise upon arrival, if you should find that the merchandise does not meet your expectations or satisfaction, contact us immediately and tell us about your concerns, so we can satisfy your purchase.

If you are unhappy with your purchase and you would like to return the product, you have 14 days from the time of item being shipped, **special ordered items are non-returnable**. Just send us an email asking for a return. To receive a full refund **minus shipping cost** the product must be in as new conditions and in the original packaging and without any damage.

Any merchandise returned that shows any sign of misuse, abuse or physical damage will NOT be accepted for warranty service regardless of any other problem with the product.

The Company will not be responsible for loss of usage of merchandise during this period of time nor will a loaner item be made available.

The Company will return the repaired or replaced merchandise at no-charge.

A 15% (of the item price) restocking fee will be incurred for all change-of-mind/incorrect purchases for all items **unless the product is a special-order item, in which case it is non-returnable**. Returned items must be unopened and/or unused.

Upon approval, items must be returned within 30 days with postage cost at your expense.

17. OUT OF STOCK POLICY

Our inventory can fluctuate throughout the day, so an item indicated as “in stock” when you place your order may, in fact, be out of stock. In this event, we make every effort to contact you by email immediately to notify you that your order will be placed on backorder. The email will also provide you with information on how to cancel the order if you would prefer not to wait for the item to be in stock again. Most out of stock items are in stock again within two (2) weeks. Certain items for sale on our site are not kept in inventory, but can be special ordered for you and shipped within two (2) weeks. If you select one of these items, your checkout page will indicate the actual shipping date. If the shipping date is not acceptable, you may cancel the item before confirming your order.

18. WARRANTY POLICY

Warranty Procedure – Please contact our Customer Support for help in determining whether the item appears defective. If it is, Support will provide instructions for returning the item. Shipping costs to us are paid by the customer; all costs to ship back to the customer are paid by us. Manufacturer standard warranties apply. The warranty does not include any use of the product that does not fall into the designed use of the product as intended by the manufacturer.

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19. INDEMNITY

You hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of the Company legal advisers) incurred or suffered by the Company arising out of any breach by you of any provision of these Terms and Conditions, or arising out of any claim that you have breached any provision of these Terms and Conditions.

20. BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to the Company's other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, the Company may take such action as the Company deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

21. SEVERABILITY

If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

22. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Terms and Conditions constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

23. LAW AND JURISDICTION

These Terms and Conditions will be governed by and construed in accordance with the Australian Law, and any disputes relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of Western Australia.

24. CONTACT INFORMATION

Questions about the Terms and Conditions should be sent to us at sales@bullantsecurity.com.au.