

TERMS AND CONDITIONS OF USE OF WEBSITE

1. Definitions

- 1.1. The words set out below have the meanings ascribed to them unless the context otherwise requires a different meaning:


Defective Product means a product which does not meet any Statutory Requirements;

Statutory Requirements means any statutory warranties for goods or services under any written law of Australia and which Power Networkx cannot legally contract out of;

2. Ownership of Website and Application of Terms

- 2.1. This website is owned and operated by Power ICT Pty Ltd, a company incorporated in the State of Western Australia, trading as Power Networkx.
- 2.2. Power Networkx offers all information and products on this website to you strictly on the condition that you accept all of the terms, conditions, notices and policies set out here and elsewhere on the website, and by visiting this website and/or purchasing products from this website, you agree to be bound by all of them.
- 2.3. If you do not wish to accept all of the terms, conditions, notices and policies set out here and elsewhere on the website, you should not access any of the information on this website or order any of the products offered on it.

3. Changes

- 3.1. From time to time these terms may change and products may be added and withdrawn from this website. Pricing of products may also be changed by Power Networkx in its sole discretion and Power Networkx is not liable for any loss or damage suffered by you as a result of any changes to the website, including changes by way of pricing.
 - 3.2. It is your responsibility to stay aware of any such changes, which will take effect when they are posted on this website.
 - 3.3. Any use of this website by you after any such changes have been posted to this website will be an acceptance of those changes.
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4. Legal Status

- 4.1. By accessing or using this website, you represent to us that you are of legal age in your jurisdiction and that if any minor dependents of yours use this website, they do so with your authority and consent, including your authority and consent to use any of your credit cards, paypal accounts and the like for the purpose of making purchases.

5. Personal Information

- 5.1. You acknowledge that your personal information may be transmitted unencrypted over various networks and may be changed in format to comply with technical requirements of connecting to different networks or devices.

5.2. Your credit card information will always be transmitted encrypted.

- 5.3. You agree to provide accurate information where required to set up your account and to maintain that information in an accurate state. That information will include:

- (a) Your full name;
- (b) Your email address;
- (c) Your billing address;
- (d) Your shipping address; and
- (e) Your credit card and other payment information

and may include other necessary information required by us from time to time.

- 5.4. Your personal information is subject to our [Privacy Policy](#).

6. Refusal to Deal

- 6.1. Power Networkx may refuse to fill any order for products for any reason in its sole discretion. Those reasons may include, but are not limited to:

- (a) multiple orders with the same credit card or other payment information;
- (b) multiple orders with the same billing address;
- (c) multiple orders under the same customer name;



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- (d) multiple orders with the same shipping address; or
- (e) any order where Power Networkx considers the orders may be being placed by dealers, resellers or distributors rather than placed for personal or business use by an end user.

6.2. If Power Networkx refuses to fill an order, it will attempt to notify you by telephone or email, but will not be obliged to do so.

6.3. Power Networkx will refund any payment made for any order it refuses to fill.

7. Third Party Links

7.1. This website may include links to third party websites containing information or products not associated with Power Networkx.

7.2. You acknowledge that Power Networkx does not, and is not responsible for evaluating the information, statements and/or products on any third party websites and does not warrant their accuracy, truth or utility or effectiveness as the case may be and you are responsible for making your own inquiries before relying on information or statements or purchasing products from third party websites accessible by links from this website.

7.3. You agree that Power Networkx is not liable to you for any loss, damage or harm caused to you as a result of content or products accessed by you from third party websites to which this web website links. You should read all of the terms and conditions of any such websites and ensure you are familiar with them and all complaints or queries regarding websites to which this website links should be directed to those websites.

7.4. You agree that Power Networkx is not liable to you for any loss, damage or harm caused to you as a result of any malware accessed by you or any hacking you may suffer from third party websites to which this web website links. You acknowledge that you should satisfy yourself as to whether you should visit any website to which this website links in terms of content, security and safety.

8. Errors Inaccuracies and Omissions

8.1. Our website may from time to time contain typographical errors or inaccuracies or omissions which might relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability.

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- 8.2. If there are any errors, inaccuracies or omissions, Power Networkx may change or update information to correct them.
- 8.3. If any information on this website upon which you base a purchasing decision is inaccurate, Power Networkx may cancel the order but will issue you a refund.
- 8.4. Changes, updates or cancellations in clauses 8.2 or 8.3 as the case may be may happen at any time without prior notice (including after you have submitted your order).

9. Intellectual Property

9.1. You acknowledge and agree that

- (a) The url [set out url];
- (b) The graphics and images;
- (c) The text;
- (d) Interfaces;
- (e) Product names; and
- (f) logos

(collectively “the Content”) including the manner in which the Content is presented or appears and all information relating thereto, are the sole property of Power Networkx.

- 9.2. The Content is protected under the Copyright Act 1968 (Cth) of Australia. Any unauthorised use of any of the Content in whole or in part will be a breach of the terms of these terms and may be a breach of the Copyright Act 1968 (Cth)
- 9.3. You agree that you will not use any of the Content for any purpose without Power Networkx’s written authorisation.



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10. Prohibited Use

10.1. In addition to other prohibitions as set forth in these terms and conditions, you are prohibited from using this website or its content to:

- (a) solicit others to perform or participate in any unlawful acts;
- (b) to violate any international, federal or state regulations, rules, laws, or local ordinances;
- (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (e) to submit false or misleading information;
- (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (g) to collect or track the personal information of others;
- (h) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (i) for any obscene or immoral purpose; or
- (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

10.2. We reserve the right to terminate your use of the website for violating any of the prohibited uses.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

11.1. Power Networkx does not guarantee, represent or warrant that your use of this website will be uninterrupted, timely, secure or error-free.

11.2. We may remove this website from public use for a fixed period, indefinitely or permanently at any time without notice to you.

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- 11.3. You expressly agree that your use of, or inability to use, the service is at your sole risk. Subject to clause 11.4, all products and services delivered to you through the website are (except as expressly stated by us) provided 'as is' and 'as and if available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 11.4. If you are purchasing products in Australia, and subject to the express disclosures in Power Networkx's [sale of goods terms](#) you are entitled to the warranties of fitness for purpose, merchantable quality, merchantability and durability which exist under the Australian Consumer Law for both products and services.
- 11.5. In no case shall Power Networkx, its directors, officers, employees or licensees be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your purchase and use of any of the products on this website or any service of Power Networkx or from your use of this website itself.
- 11.6. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for Defective Products, in such states or jurisdictions, our liability shall be limited to a liability to:
- (a) where the Defective Product can be repaired:
 - (i) repair, and if that is not possible,
 - (ii) payment of the cost of repair; and
 - (b) where the Defective Product cannot be repaired:
 - (i) supply a product the same or equivalent to the Defective Product, or if that is not possible,
 - (ii) refund of the purchase price of the Defective Product.

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12. INDEMNITY

- 12.1. You hereby indemnify Power Networkx and its officers, directors, and employees against any claim or demand, including against legal costs incurred as a result of any claim or demand, made by any third-party due to or arising out of your breach of these terms and conditions, any other terms and policies they refer to, or your violation of any law or of the rights of any third party.
- 12.2. You hereby indemnify Power Networkx and its officers, directors and employees against any claim or demand, including against legal costs incurred as a result of any claim or demand including claims or demands you make against Power Networkx for any injury, loss, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise arising out or connected with
- (a) your use or inability to use this website;
 - (b) the lack of availability of any product listed for sale on this website; or
 - (c) any act of a third party unlawfully using this website

13. SEVERABILITY

Any provision of this Deed that is held by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction either generally or any particular circumstance will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. In that event the offending provision will be severed from and will not invalidate the remaining provisions of this Deed nor affect the legality or enforceability of that provision in any other jurisdiction or in respect to any other circumstance, nor change the underlying principal commercial purposes of these terms and conditions.

14. GOVERNING LAW

These terms and conditions and any dispute under or about them is governed by and must be construed in accordance with the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and all courts which have jurisdiction to hear appeals from those courts, and waives any right to object to proceedings being brought in those courts for any reason and waives any right to bring proceedings in any other court.