

Website Terms & Conditions

The website extech.com.au is owned and operated by Rakt Technologies Pty Ltd trading as Explosion Technologies Pty Ltd – ABN 15 165 275 052 (“Explosion Technologies”).

Before you begin to use the services on the website, we need to outline to you for you to read and understand, the Terms and Conditions of your use of the website and Explosion Technologies’ services (“Terms and Conditions”).

The Terms and Conditions, together with any additional terms, conditions, notices and disclaimers published on the website from time to time and any documents available for download on the website regulate your use of the website and Explosion Technologies services.

By accessing the website in any way, you agree to be a user bound by the Terms and Conditions below. If you do not agree to the Terms and Conditions you must not use the website. Your continued use of the website will be deemed to constitute your acceptance of the Terms and Conditions.

If hyperlinks and other redirection tools taking the user to other websites operated by third parties appear on the website (“Third Party Websites”), you acknowledge that such Third-Party Websites are not controlled by Explosion Technologies and do not form part of the Explosion Technologies website. You agree that you will not hold Explosion Technologies liable for anything that occurs on Third-Party Websites and release and indemnify Explosion Technologies from any claim arising out of or in connection with your use of Third-Party Websites.

From time to time the website will generate automated emails to Service Users. Emails sent by the website or through the website are considered part of the Explosion Technologies website. Recipients of these emails, sent by Explosion Technologies for the purpose of promotions and marketing, will always have an opt out option.

1. GENERAL INFORMATION ONLY

The information, opinions and other similar statements and content published on the website are provided for information purposes only and are not intended as, nor do they constitute legal, financial, taxation, technical or expert advice or to be in any way relied upon by you without undertaking your own independent verification. Information provided on the website has been derived from sources believed to be accurate at the time of compilation and no warranty or representation is made as to the accuracy or authenticity of the content of the website.

Explosion Technologies and its directors, contractors, agents or employees do not accept and are by these Terms and Conditions released by you of any liability to you arising (whether directly or indirectly) out of the information provided on the website or anyone else through the website or any errors in, or omissions from information on the website.

Explosion Technologies does not make any representation or warranty that:

- (a) any information on the website is complete, reliable or accurate; or
- (b) your access to the website is safe, secure, available or uninterrupted.

Explosion Technologies disclaims and will not be liable for loss arising out of (whether directly or indirectly) any action or decision by you in reliance on the information on or provided to you through the website or provided by any business you engage on the website, nor any interruption, delay or impairment in the functioning, operation or availability of the website, exposure to or transmission of any computer virus, internet access difficulties in connection with the website, or malfunction in equipment or software.

As a user of the website, you should make your own inquiries and obtain independent advice based on your specific circumstances prior to making any decisions. Specifically, you should seek legal or other professional advice before acting or relying on the information set out on or provided to you through the website.

2. USER INFORMATION

As a user of the website you must provide Explosion Technologies with complete, up to date and accurate information as requested and it is your responsibility to inform Explosion Technologies of any changes to that information. Explosion Technologies reserves the right to modify or delete any information you submit to the website in order to enhance the services we provide to you and other Explosion Technologies users.

All personal information you provide to Explosion Technologies as a user will be treated on the basis set out below.

2.1 Personal Information & Privacy

Explosion Technologies collects personal information from a variety of sources, including from members of the public, advertisers, mailing lists, contractors and business partners.

In general, the personal information Explosion Technologies collects includes (but is not limited to) name, address and contact details.

Explosion Technologies stores the personal information you enter on the website. Explosion Technologies obtains most personal information through the website registration process. You may, however, provide information through a variety of different means (for example if you contact Explosion Technologies via email, respond to a survey published on the website or Third-Party survey used by Explosion Technologies, or answering questions asked by staff or agents of Explosion Technologies over the phone).

The website uses cookies which contain information by which Explosion Technologies can identify your computer (or other devices you use to access the website) to our servers and the servers of third parties contracted by Explosion Technologies including, but not limited to, third parties providing analytical and advertising services. You may configure your browser so that you are notified before a cookie is downloaded or so that your browser does not accept cookies. Explosion Technologies may use information contained in cookies to make assumptions about the user of the device and to provide users of that device with focused advertising that Explosion Technologies believes may be of interest, based on that information. You can disable cookies through your Internet browser.

Explosion Technologies endeavours to collect personal information about an individual only from that individual. In some circumstances Explosion Technologies may obtain personal information from a third party. If you provide personal information about another person to Explosion Technologies, Explosion Technologies requires that you inform that person you have done so and provide them with access to or a copy of these Terms of Service.

2.2 Use of Personal Information

Explosion Technologies may use your personal information for the primary purpose for which it is collected and for such other secondary purposes that are related to the primary purpose of collection.

Explosion Technologies generally uses personal information to:

- (a) personalise and customise your experience on the website;
- (b) help Explosion Technologies manage and enhance its services;
- (c) communicate with you by email, SMS message or telephone;
- (d) for the purposes of shipping your purchased product to you; and
- (e) provide you with ongoing information about opportunities on the website which Explosion Technologies believes you may be interested in, by email, SMS message or telephone.

2.3 Disclosure of Personal Information

Shipping: Explosion Technologies will disclose your personal information (your name, address and contact phone number) to a third-party postal service or courier for the purpose of shipping your goods to you.

Legal Reasons: If we are required to by Law, Explosion Technologies may need to disclose your personal information to a third party.

2.4 Management & Security of Personal Information

Explosion Technologies protects the personal information Explosion Technologies holds from misuse, loss, unauthorised access, modification or disclosure by various means including firewalls, password access, secure servers and data encryption.

Explosion Technologies may retain any personal information you provide during your use of the website, including, but not limited to, copies of identification documents, for a minimum period of 12 months after your last interaction with the website.

After 12 months Explosion Technologies may delete or make anonymous specific personal information from our servers, files, and databases, unless Explosion Technologies are required by law to retain that information.

2.5 Updating Personal Information

Explosion Technologies endeavours to ensure the personal information it holds is accurate, complete and up-to-date. You can update your personal information by sending an email via the contact details web page on the Explosion Technologies website extech.com.au.

2.6 Accessing Personal Information

You have the right to seek access to the personal information Explosion Technologies holds about you and to advise Explosion Technologies of any inaccuracy. There are some exceptions to this right set out in the Privacy Act.

If you make an access request, Explosion Technologies will ask you to verify your identity and specify what information you require. Explosion Technologies may charge you a fee to cover the costs of meeting your request.

2.7 Licence to Use Your Information

Solely to enable Explosion Technologies to use the information you supply us with, so that we are not violating any rights you have in that information, you agree to grant us a non-exclusive, worldwide, irrevocable, perpetual, fee-free right to exercise the copyright and other intellectual property rights you have in that information in any format (including, but not limited to, any text, photographs, graphics, video or audio).

You agree that Explosion Technologies can use that content in any way (including in no way at all), now and in the future. You warrant that you have all of the necessary rights, including copyright, in the content you contribute, that your content is not defamatory and that it does not infringe any law. You indemnify Explosion Technologies against any and all legal fees, damages and other expenses that may be incurred by Explosion Technologies as a result of a breach of this warranty. Explosion Technologies will only use your information in accordance with these Terms & Conditions.

3. Your Conduct

As a condition of your use of the website or any service provided by Explosion Technologies, you warrant to Explosion Technologies that you will not use the website for any purpose that is prohibited by the Terms and Conditions or that is illegal or unlawful. You agree to abide by all applicable laws and regulations and you agree:

- (a) not to use the website to offend others (which shall be judged in the absolute opinion of Explosion Technologies);
- (b) not to publish, or in any way distribute or disseminate any information which is unlawful, obscene, defamatory, offensive or inappropriate (which shall be judged in the absolute opinion of Explosion Technologies);
- (c) not to engage in, encourage participation or promote any contests, pyramid schemes, surveys, chain letters, spamming or unsolicited emailing through the website;
- (d) not to use automated scripting tools or software;
- (e) not to use the website to make available any material you do not have a right to make available including any law or which contains viruses, or other computer codes, files or programs designed to interfere with the functioning of other software or hardware; or breach any laws or regulations applicable to your use of the website;
- (f) not to use the website to supply another service, or to obtain information which you either incorporate into your service or product to enhance your service or product or your business in any way such as creating potential customer lists. Any commercial use of the website requires the prior written approval of Explosion Technologies;
- (g) not to copy, reproduce, republish, modify, extract, quote, commercially exploit or use any script, data, the Explosion Technologies Logo, photos or images that Explosion Technologies uses on our website without our expressed permission in writing; and

(g) not to use the website in any manner whatsoever that is inconsistent with a lawful request or direction made by Explosion Technologies.

Explosion Technologies has no obligation to monitor your or anyone else's use of the website. However, Explosion Technologies reserves the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

4. Genuine Enquiries Only

Any request you submit on the website must be genuine and a legitimate consumer enquiry.

5. User Indemnity and Acknowledgment

You will at all times indemnify, and keep indemnified, Explosion Technologies and its directors, officers, employees, agents and related bodies corporate (as that term is defined in the Corporations Act 2001) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by Explosion Technologies arising from any claim, demand, suit, action or proceeding by any person against you or Explosion Technologies where such loss or liability arose out of, in connection with or in respect of your use of the website, your conduct and/or your breach of these Terms and Conditions.

6. Limitation of Liability

The Australian Consumer Laws grant you certain rights and protections related to the provision of goods and services that no one can exclude. Nothing in these Terms and Conditions can exclude or restrict the application of such laws but, to the extent that it can under these laws, Explosion Technologies does not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to use of this website outside these consumer laws. Subject to claims available under consumer protection laws, neither Explosion Technologies nor its related bodies corporate (as that term is defined in the Corporations Act 2001) is liable:

(a) to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with your use of this website;

(b) for disruptions to this website; and

(c) to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this website or an external website. You must take your own precautions to ensure that whatever you select for use from this website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

For claims that cannot be excluded or restricted under consumer protection laws, the liability of the Explosion Technologies for such a claim will (at Explosion Technologies' option and to the extent permitted by law) be limited to:

(d) in the case of goods:

(i) repairing or replacing those goods; or

(ii) paying the cost of having those goods repaired or replaced; and

(e) if the breach relates to services:

(i) resupplying those or equivalent services; or

(ii) paying the cost of having those services resupplied.

7. No Agency

You and Explosion Technologies are independent entities and no agency, partnership, joint venture, employee-employer, franchisee-franchisor relationship or implied duty of good faith is created or intended by these Terms of Service, your use of the website or your use of Explosion Technologies services.

8. Customer Support & Complaints

Explosion Technologies makes a considerable investment in staff and technology to help answer customer support questions and respond to complaints. Our staff will endeavour to process questions or complaints from Service Users on the following basis:

(a) Explosion Technologies will attempt to resolve any customer complaints and answer any questions within 3 business days of the first contact made by a customer by email to service@extech.com.au

(b) All complaints and enquiries are logged and managed by the Explosion Technologies Customer Relationship Management system.

(c) Technical complaints or product development suggestions will be considered for future upgrades. Your suggestions may not result in changes to the product or Explosion Technologies business practices.

(d) All other complaints are reviewed by Explosion Technologies customer support representatives and may be escalated to a manager for resolution if required.

(e) Explosion Technologies reserves the right not to respond to customer support questions or complaints that offend Explosion Technologies employees or agents.

(f) Explosion Technologies reserves the right not to respond to questions or complaints made by individuals who, in the sole opinion of Explosion Technologies, are not current users of the website, or have been suspended from using the website.

9. Dispute Resolution

9.1 Mediation

Explosion Technologies will use reasonable endeavours to mediate any dispute concerning the use by parties of the website or controversy or claim arising out of or in connection with these Terms & Conditions.

9.2 Arbitration

If a matter is not resolved through Mediation it may, at our discretion, be settled by binding arbitration through a commercial dispute resolution centre selected by us. You agree to be bound by the ruling of such arbitration. The costs of the dispute are borne by the originator of the dispute.

10. Updates to the Website

Explosion Technologies may from time to time and at any time change or discontinue any feature of the website, including content, hours or availability and equipment required for access.

11. Promotions & Competitions

If Explosion Technologies runs promotions or competitions involving the awarding of prizes or other gifts, Explosion Technologies may modify the Terms and Conditions and implement additional terms, which may or may not be communicated to you by posting them on the website at the time of such promotions and competitions.

12. Third Party Links & Advertising

Explosion Technologies may display advertisements, which may or may not contain hyperlinks or buttons which take you to websites operated by third parties. Explosion Technologies does not endorse or recommend its advertisers, their products or services, or the information, products or services of any website linked to the website.

If you contact a third party through the website, including via email, Explosion Technologies accepts no responsibility for any actions taken by that third party in connection with you as the user.

13. Notices

Except as explicitly stated otherwise, any notices shall be given by post to: Explosion Technologies, Bay 3, 1 Brady Street, Berkeley NSW 2506.

14. Applicable Law

The Terms and Conditions and all other specific and additional terms which govern your use and access to the website will be governed by the laws of New South Wales, Australia. You agree to submit to the jurisdiction of the Courts of New South Wales, Australia.

15. Copyright

The Explosion Technologies website is © Copyright Explosion Technologies 2022