

Terms of service

Pacific Bowmen

1. Background

- 1.1. This Site is operated by Pacific Bowmen. Throughout the Site, the terms “we”, “us” and “our” refer to Pacific Bowmen, and the term “you” means any user of the Site.
- 1.2. In these Terms, capitalised words and phrases have the meaning set out in Schedule 1.
- 1.3. By using our Service, including all information, tools and services available from this Site, and/or by purchasing any Item from us, you acknowledge and agree to all of the terms, conditions, policies and notices provided (or incorporated by reference) in these Terms.
- 1.4. Please read these Terms carefully before accessing or using our Service. By accessing or using any part of our Service and/or purchasing any Item from us you agree to be bound by these Terms. If you do not agree to all of the Terms, then you may not access the Site, purchase or use any Item or use any of our Services.
- 1.5. Any new features or tools which are added to the Service will also be subject to the Terms. You can review the most current version of the Terms at any time on this page or obtain a copy by emailing us at [pacbowmen@gmail.com].
- 1.6. Our Store is hosted on Shopify Inc. which provides us with the online e-commerce platform that allows us to provide our Services to you, including the provision of any Item.
- 1.7. A breach or violation of any of the Terms will result in an immediate termination in the provision of any Services or Items to you without refund, to the extent permitted by law.

2. General conditions

- 2.1. At this time, Pacific Bowmen only operates in Australia. By using our Service and/or purchasing any Item from us, you represent that you are in Australia and at least aged 18, or that you have the permission of your parent or guardian to use our Service and/or purchase our Items. If you are not located in Australia, you may not purchase (and we will not supply to you) any Item.
- 2.2. You may not, in the use of our Service or any Item purchased from us, violate any Australian laws or infringe the rights of any third parties, anywhere in the world (including but not limited to copyright laws and rights).
- 2.3. You must not transmit any worms or viruses or any code of a destructive nature to or through our Service.

- 2.4. We reserve the right to refuse provision of Service to anyone for any reason (or for no reason) at any time, to the extent permitted at law.
- 2.5. You understand that your content and information (not including credit card information), may be transferred unencrypted and involve:
 - 2.5(a) transmissions over various networks; and
 - 2.5(b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 2.6. In handling any of your personal information (as that term is defined in the *Privacy Act 1988*), we will comply with our Privacy Policy.
- 2.7. Credit card information is always encrypted by Shopify during transfer over networks.
- 2.8. 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 Site through which the Service is provided, without express written permission by us.

3. Accuracy, completeness and timeliness of information

- 3.1. The completion of any Item purchased by you will require you to provide us with certain information. If you do not provide us with complete and accurate information when requested (and within the requested timeframes), we may not be able to deliver the Services to a quality standard, or at all. You take full responsibility for the provision of complete, accurate and current information to us for the purposes of delivering purchased Items to you.
- 3.2. While we exercise reasonable care, we are not responsible for the accuracy, completeness or currency of any information made available on our Site. All of the material on this Site 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 more current sources of information. Any reliance on the material on this Site is at your own risk.
- 3.3. 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 at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

4. Modifications to the Service and prices

- 4.1. Prices for the Items offered on our Site are subject to change without notice.
- 4.2. We reserve the right at any time to modify or discontinue our Service (or any part of it), including the provision of Items, without notice at any time.

- 4.3. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service other than to the extent required by law.

5. Delivery of our Services

- 5.1. Certain Items may be available exclusively online through the Site.
- 5.2. Any Item purchased from us will only be refunded in limited circumstances, in accordance with our Refund Policy.
- 5.3. We reserve the right to limit the sales of our Items 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 Items that we offer.
- 5.4. While we take reasonable endeavours to describe our Items accurately, all Item descriptions are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Item at any time. Any offer for any Item made on this Site is void where prohibited.
- 5.5. We do not warrant that the quality of any Items, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected, except to the extent required by law.

6. Accuracy of billing and account information

- 6.1. We reserve the right to refuse any order you place with us.
- 6.2. 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.
- 6.3. In the event that 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.
- 6.4. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 6.5. 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, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

7. Optional tools

- 7.1. We may, from time-to-time, provide you with access to third-party tools, which we do not monitor and over which we have no control or input. You acknowledge and agree that we provide

access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

- 7.2. Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 7.3. We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

8. Third-party links

- 8.1. Certain content, products and services available via our Service may include materials obtained from third-parties.
- 8.2. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content contained on those websites or accuracy of that content. We do not make any warranty in respect of such content or material and we will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 8.3. We are not liable for any harm, loss or damage related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review any relevant third-party's policies and practices carefully and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party and we accept no liability for them.

9. User comments, feedback and other submissions

- 9.1. 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 to:
 - 9.1(a) maintain any comments in confidence;
 - 9.1(b) pay compensation for any comments; or
 - 9.1(c) respond to any comments.
- 9.2. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are or may be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable, or which violate or may violate any party's

intellectual property or other rights or these Terms.

- 9.3. 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 libellous 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.
- 9.4. 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 to any party for any comments posted or published by you or any third-party.

10. Personal Information

- 10.1. Your submission, and our handling, of Personal Information through the Service is governed by our Privacy Policy. To view our Privacy Policy, visit our site or make a request by emailing us at [pacbowmen@gmail.com].

11. Errors, inaccuracies and omissions

- 11.1. Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to Item descriptions, pricing, promotions, offers, 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 or promotional material is inaccurate at any time without prior notice (including after you have submitted your order).
- 11.2. 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.
- 11.3. 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.

12. Prohibited uses

- 12.1. In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site or its content:
 - 12.1(a) for any unlawful purpose;
 - 12.1(b) to solicit others to perform or participate in any unlawful acts;
 - 12.1(c) to violate any laws anywhere in Australia or worldwide;

- 12.1(d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
 - 12.1(e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
 - 12.1(f) to submit false or misleading information;
 - 12.1(g) 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 Site, other Sites, or the Internet;
 - 12.1(h) to collect or track the personal information of others;
 - 12.1(i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
 - 12.1(j) for any obscene or immoral purpose; or
 - 12.1(k) to interfere with or circumvent the security features of the Service or any related Site, other Sites, or the Internet.
- 12.2. We reserve the right to terminate your use of the Service or any related Site for violating any of the prohibited uses.

13. Disclaimer of warranties; limitation of liability

- 13.1. We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.
- 13.2. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 13.3. You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.
- 13.4. You expressly agree that your use of, or inability to use, the Service is at your sole risk.
- 13.5. The service and all Items and/or information delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as 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.
- 13.6. In no case shall Pacific Bowmen, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors 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 use of any of the Service or any Items procured using the Service, or for any other claim related in any way to your use of the Service or any Item, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or Item) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility, to the maximum extent permitted by law.

14. Indemnification

- 14.1. You agree to indemnify, defend and hold harmless Pacific Bowmen and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including costs and representatives' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

15. Severability

- 15.1. If any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the maximum extent permitted by law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions of these Terms.
- 15.2. Any failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 15.3. Partial performance of any obligation in these Terms does not constitute performance and acceptance of any such partial performance does not constitute waiver of a party's right to full performance.

16. Termination

- 16.1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- 16.2. These Terms are effective unless and until terminated by either you or us.
- 16.3. You may terminate these Terms at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site. Your termination will become effective at the time that we receive your notice, or when you cease using our Site.
- 16.4. We may, in our sole discretion:
- 16.4(a) terminate this agreement at any time without notice to you, and you will remain liable for all amounts due up to and including the date of termination; and/or
- 16.4(b) deny you access to our Services (or any part thereof) at any time.

17. Entire agreement

- 17.1. These Terms (including any policies or operating rules incorporated into these Terms by reference) constitute the entire agreement and understanding between you and us and governs your use of the Service.
- 17.2. You acknowledge and agree that you have not relied upon, and we expressly disclaim, 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 or any representation made on our Site), to the maximum extent permitted by law.

18. Governing law

- 18.1. These Terms and any separate agreements pursuant to which we provide you Services or any Item shall be governed by and construed in accordance with the laws of Queensland and the Commonwealth of Australia.
- 18.2. The parties expressly agree to the exclusive jurisdiction of the courts and tribunals of the State of Queensland and the Commonwealth of Australia.

19. Changes to Terms

- 19.1. You can review the most current version of the Terms at any time at this page.
- 19.2. From time to time, we may update, change or replace any part of these Terms, to comply with our obligations at law or to respond to the business environment in which we operate. If this happens, we reserve the right to amend these Terms as we see fit, by posting the revised Terms on our Site. It is your responsibility to check the Site periodically for changes. Your continued use of or access to our Service following the posting of any changes constitutes acceptance of those changes.

20. Contact information

- 20.1. Questions about the Terms should be sent to us at [pacbowmen@gmail.com].

Schedule 1

Definitions

1.1. In these Terms:

- 1.1(a) words importing the singular include the plural and vice versa
- 1.1(b) words importing a gender include all genders
- 1.1(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning
- 1.1(d) an expression importing a natural person includes an individual, a firm, a body corporate, an unincorporated association and any body politic
- 1.1(e) a reference to any thing (including any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation
- 1.1(f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to these Terms and a reference to these Terms includes any annexure, exhibit and schedule
- 1.1(g) a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it
- 1.1(h) a reference to a document (including any policy) includes all amendments or supplements to, or replacements or novations of, that document
- 1.1(i) a reference to an asset includes all property of any nature, including a business, and all rights, revenues and benefits
- 1.1(j) a representation, undertaking or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually
- 1.1(k) nothing in these Terms is to be interpreted against a party on the ground that the party put it forward
- 1.1(l) the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions;
- 1.1(m) a reference to Australian Dollars, A\$ and \$ is a reference to the lawful currency of Australia
- 1.1(n) the headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

1.2. In these Terms:

- 1.2(a) **Item** means any of the products or services offered in our Store or as part of our Service, including packages, promotional products or any free item which we offer either with or without purchase.
- 1.2(b) **Personal Information** has the meaning set out in the *Privacy Act 1988* (Cth).
- 1.2(c) **Service** means our Site, our Store and any Items that we offer in our Store.
- 1.2(d) **Site** means the Site www.PacificBowmen.one and all related Sites.
- 1.2(e) **Store** means the online Store operated on our Site.
- 1.2(f) **Terms** means these Terms, including the Background, Definitions and any Schedules and Annexures.