

Terms applying to Boxer

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Important information for customers in Australia

Your rights under the Australian Consumer Law are in addition to your rights in these terms.

How to get in contact with Boxer Co:

If you would like to contact *Boxer Co* in relation to your *Boxer*, please contact them:

- via telephone on 1300 992 659;
- by mail at PO Box 74562, Greenlane. Auckland, NZ 1051;
- by email at hello@goboxer.com.

Your rights under the Australian Consumer Law:

The seller's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:

- cancel your service contract with the seller; and
- a refund for the unused portion, or compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure fixed in a reasonable time.

As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain English quality mark.



If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to compensation for any other reasonably foreseeable loss or damage from a failure in the goods or service. 'Major failure' is defined in the Australian Consumer Law.

You may contact the seller in relation to your goods via their contact details provided in the summary you received with these *terms*.

Goods presented for repair may be replaced by refurbished goods of the same type, rather than being repaired. Refurbished parts may be used to repair the goods.

What these terms explain

These *terms* explain how *Boxer* immediately protects your purchase and enhances your online shopping experience. *Boxer* is separate from and on top of any rights you hold under the seller's sale terms and applicable consumer protection law.

Who's who in this document

When you see the following words in this document, here's who they're referring to:

- you or your – the customer who purchases Boxer
- the seller – the party that sells you both Boxer and the product that this Boxer attaches to
- Boxer Co – the company that administers these terms.

Words in italics have a particular meaning

Whenever this document uses a word in italics, *like this*, it means the definition and interpretation of that word in the 'What the italicised words in this document mean' section.

What Boxer does for you

1.1 Boxer can provide a solution to faulty products and delivery issues

If the *product* you purchase is *faulty* within the *term*, or if there is a problem with *delivery*, the seller will provide a *solution* to you, subject to these *terms*. *Faulty* products or problems with *delivery* include, for example, if the *product* does not work as it should or does not arrive exactly as ordered.

You have purchased *Boxer* from the seller. These *terms* are a contract between *you* and the seller. The seller has engaged *Boxer Co* to administer these *terms*.

1.2 What happens when you raise an issue about a product

To *raise an issue* about a *product* you purchased with *Boxer*, create or sign into your account at GoBoxer.com and follow the instructions. For more help, visit goboxer.com/raiseanissue.

When you raise an *issue*, and where applicable, you will receive one of the following *solutions*:

- a) repairs to your *product*
- b) a *replacement* for your *product*
- c) a *cash payment*.

A *cash payment* will include any taxes and duties the seller invoiced you for your *product*, as well as any applicable shipping costs.

1.3 Boxer continues protecting goods that are repaired or replaced

If you receive a *replacement*, or your *product* is repaired, *Boxer* will continue to apply on the replaced or repaired *product* for the original *term*.

1.4 Boxer Co will offset the carbon cost of shipping your product

Boxer Co will offset the carbon cost of shipping your *product* from the seller to you. They will do this by offsetting carbon costs on a combined basis with customers worldwide (rather than on an individual delivery basis).

Boxer Co may publish updates from time to time on improvements to its sustainability programme.

1.5 Boxer Co may keep the original product after providing a solution

If you receive a *solution* after you *raise an issue*, *Boxer Co* may keep the original *product*. *Boxer Co* may ask you to send the *product* to a location it chooses, at no cost to you.

1.6 Boxer Co will reimburse approved expenses

Boxer Co will arrange reimbursement of approved expenses incurred for shipping, assessment, or other reasons. For more information, see goboxer.com/raiseanissue.

What happens if Boxer Co assesses your product

2.1 Boxer Co may need to assess your product

When you *raise an issue*, Boxer Co may determine the *product* should be assessed by a repairer who they appoint. Boxer Co will advise you of shipping or delivery options. Repair may include refurbished parts.

2.2 You won't have to pay shipping for a product to be assessed

If Boxer Co requires you to ship the *product* for it to be assessed, it will be at no cost to you.

What Boxer doesn't do

3.1 You cannot raise an issue in these circumstances

You cannot *raise an issue* regarding loss or damage to the *product* or any other object or party if the loss or damage is caused – directly or indirectly – by any of the following:

- a) you causing, attempting to cause, or failing to mitigate damage or loss, or otherwise causing, allowing, permitting, assisting, or encouraging an issue to arise (whether or not you do so wilfully or negligently)
- b) equipment or software used with the *product* that the *manufacturer* has not approved or has excluded for use with that *product* in Australia
- c) external forces, actions, conditions or events (including loss, theft or accidental or deliberate damage), or fair wear and tear
- d) any installation, connection, care, maintenance, wearing, cleaning, use, operation or storage which is unreasonable, careless or negligent, or which does not comply with any applicable *manufacturer* instructions, including by any third party
- e) the *product* being confiscated (however, you will be refunded the *Boxer fee* if this happens)
- f) consumable or expendable items used in or with the *product*.

3.2 If your product is not genuine

If your *product* is not genuine, you will receive a *cash payment*. Your *product* will not be replaced with a genuine item.

How to end, cancel or transfer Boxer

4.1 When Boxer starts and ends

Boxer starts on the *purchase date* – the day you buy Boxer from the seller. It ends on whichever of these dates comes first:

- a) the end of the term
- b) the date you receive a cash payment after you raise an issue
- c) the date a governmental authority or agency confiscates the product for any reason.

4.2 You can cancel Boxer at any time

You can cancel Boxer at any time through Boxer Co's website, GoBoxer.com.

4.3 Boxer Co will refund your Boxer fee in certain situations

Boxer Co will refund the *Boxer fee* if you cancel within 30 days of the *purchase date*.

Boxer Co will end *Boxer* and refund your *Boxer fee* if the seller refunds you the *product price* because they cancelled your purchase, or because you returned the *product* under any sale terms.

Boxer Co will refund the *Boxer fee* if you don't receive your *product* because a government authority confiscates it and it is not subsequently delivered to you.

However, *Boxer Co* will not refund your *Boxer fee* after 30 days from the *purchase date*, or after you *raise an issue*.

4.4 Boxer may be cancelled if it should not have been sold to you

You acknowledge that your *Boxer* may be cancelled if the seller or *Boxer Co* reasonably believe that *Boxer* was mistakenly, wrongfully or unlawfully sold with your *product*. For example, *Boxer Co* may cancel *Boxer* if it was sold with a product that was not approved, cannot be supported, or where the sale was in breach of applicable law.

If your *Boxer* is cancelled under this clause, the *Boxer fee* will be refunded to you.

4.5 You can transfer Boxer to another person

With *Boxer Co's* approval, you can transfer *Boxer* to another person through its website, GoBoxer.com

How Boxer Co protects your privacy

5.1 Boxer Co may send you messages about Boxer

You supply *Boxer Co* and the seller with *personal information* when you purchase *Boxer* and create or sign into an account at GoBoxer.com.

You agree that *Boxer Co* may send you messages about *Boxer*. These include messages telling you about expiry dates and providing updates.

5.2 Boxer Co and the seller have privacy policies with more information

Privacy policies for *Boxer Co* and the seller contain more information about how:

- they each collect, use, disclose and manage your *personal information*
- you can seek access to your *personal information*
- you can seek correction of your *personal information*
- you can make a complaint if you believe your privacy has been breached.

You can also use the contact details in clause 5.3 if you have any concerns or enquiries about your *personal information*, or if you want to make a complaint or lodge a request about correcting or accessing your *personal information*.

5.3 How to view Boxer Co's privacy policy or get in touch about privacy

Boxer Co's privacy policy is available at goboxer.com/legals/privacy-policy. *Boxer Co* may update the policy from time to time.

If you have any enquiries, requests or complaints relating to privacy, you can contact *Boxer Co's* privacy manager by:

- email, at privacy@goboxer.com
- post, at PO Box 74562, Greenlane, Auckland, New Zealand 1543.

You can contact the seller's privacy manager via the contact details for the seller.

What Boxer Co is and is not responsible for

6.1 Boxer Co is not an insurer or an agent of the seller

Boxer Co is not an insurer, and these *terms* are not an insurance policy. *Boxer Co* is not a party to these *terms*.

Boxer Co is not an agent of the *seller*, nor is the *seller* an agent of *Boxer Co*.

6.2 Boxer Co's liability is limited to the value of the product plus the Boxer fee

As permitted by law, the liability of the seller and *Boxer Co* – and any of their officers, employees, contractors or agents – under or in connection with these *terms* is limited to the combined value of the *product price* and the *Boxer fee*. This includes liability in contract, tort (or extra-contractual liability), or otherwise (including negligence).

As permitted by law, liability does not extend to anything that's not explicitly written into these *terms*.

6.3 Boxer Co is not liable for certain losses related to these terms

As permitted by law, neither *Boxer Co* nor the seller – nor any of their respective officers, employees, contractors or agents – will be liable for any loss of profits, business, goodwill or opportunity, or any special or consequential loss or damage arising in connection with these *terms*.

6.4 Boxer Co is not liable for loss of data

The *product* being assessed, transported, or repaired may result in loss of *data*, software, firmware, or applications on the *product*. As permitted by law, neither *Boxer Co* nor the seller will be liable for any loss or corruption of *data*, software, firmware or applications.

Before having a *product* assessed, you must back up or download its *data* or software to another storage device.

How these terms are applied

7.1 Failure due to extraordinary circumstances is not a breach

You, the seller, or *Boxer Co* may be unable to fulfil an obligation because of extraordinary events or circumstances out of a person's control (*force majeure*).

If this happens, to the extent that the ability to fulfil an obligation is prevented, hindered or delayed by the *force majeure*, it will not be deemed a breach of these *terms*.

7.2 These terms are governed by the laws in Australia

These *terms* and any disputes about them are governed by the laws of New South Wales, and under the exclusive jurisdiction of the courts of New South Wales.

7.3 These terms may be in electronic form

These *terms*, and any related attachments, documents, or information, may be:

- used and accepted in electronic form
- delivered electronically to the email address you provided to *Boxer Co* or the seller.

7.4 How to interpret these terms

All headings in this document are for convenience only and cannot be relied upon when interpreting these *terms*. A reference in these *terms* to a party includes the party's representatives, successors, transferees and assigns.

What the italicised words in this document mean

Boxer means the rights and obligations under these *terms*.

Boxer Co means Boxer AU Pty Limited, Ground Level, 91 George Street, Parramatta NSW 2150, ACN 601 200 917.

Boxer fee means the fee you paid for *Boxer*, including any tax or levy.

Cash payment means a payment made to you after you *raise an issue*. The value of a *cash payment* is equal to the *product price*.

Data means any images, text, music, files, numbers, passwords or any other form or type of media or record. It may exist on, in, or in connection with a *product*, or elsewhere. Data may be:

- a) owned, generated, downloaded or shared by you
- b) licensed to you
- c) present in or loaded onto your product prior to delivery.

Delivery means physical delivery of the *product* to the address you specified when you purchased it, within Australia.

Faulty, in respect of a *product*, means it has a fault, defect or failure that is not excluded from these *terms*.

Manufacturer means the party that substantially made, built or assembled (or procured others to make, build or assemble) the *product*. It includes the last party that applied significant labour and materials to the *product* (or procured others to do so) before it was sold to you.

Personal information means anything defined as personal information or personal data in any applicable privacy-related law. It includes:

- information or an opinion, whether true or not
- information whether recorded in a material form or not
- information whether it's about an identified individual or an individual who is reasonably identifiable
- information whether it's provided by or related to an identified individual or an individual who is reasonably identifiable.

Product means the product that these *terms* apply to, as stated in the summary you received with these *terms* at or after the *date of purchase*.

Product price means the amount you paid to the seller for the *product* in the currency you were invoiced. It is the amount stated as the product price in the summary you received with these *terms* at or after the *date of purchase*.

The *product price* includes:

- a) any taxes and duties the seller invoiced you in relation to the *product*
- b) *delivery fees* the seller invoiced you. *Delivery fees* are calculated as the standard or lower cost among any *delivery* options for the product only, if options exist. Otherwise, if the cost is not identifiable, *Boxer Co* makes a reasonable estimation of the *delivery fee* for that product.

Purchase date means the date you pay the *Boxer fee*.

Raise an issue means any request you make for services or a *solution* under these *terms*.

Replacement means a product that is the same as the *product* you originally purchased. A *replacement* is either:

- a) a product made by the same *manufacturer*, and which has the same model number or description (where applicable)
- b) a refurbished product, certified or authorised by the *manufacturer*, with the same appearance, performance and specifications as the original *product*, or sourced by the seller, the *manufacturer* or *Boxer Co* in substitution for a *product*.

Solution means any service provided to you under these terms. It includes:

- a) repairing the *product*
- b) providing you with a *replacement*
- c) providing you with a *cash payment*.

Term means the duration of *Boxer*. It is the length of *Boxer* you purchased, subject to it ending earlier under these *terms*.

Terms means these terms and conditions, which are an agreement between you and the seller.