



PFTT Shop Terms and Conditions

Adopted 24 January 2023

Last updated 04 April 2024.

This document sets out the terms and conditions you agree to when purchasing items via our website ("Shop"). The Shop is operated by the Pest Free Token Trust, referred to in this document as "we" and "us".

Terms

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Introduction

In purchasing something from our Shop, you agree to be bound by the following terms and conditions ("Terms"), including any additional terms, conditions, and policies referenced here or on our website (e.g., our Terms of Use, Privacy Policy, and PFT Trap Health and Safety instructions).

These Terms apply to all users of the Shop.

Please read these Terms carefully before using our Shop. If you do not agree to all the Terms, then you may not use our Shop. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

Any new products, features, or tools added to the current Shop shall also be subject to the Terms. You can review the most current version of the Terms at any time on our website.

We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check these periodically for changes. Your continued use of or access to the Shop following the posting of any changes constitutes acceptance of those changes.

Our Shop is facilitated via WooCommerce and hosted on our server. WooCommerce provide us with the online e-commerce platform that allows us to sell our products to you.

Shop Terms

By using our Shop, you agree to the Terms in this document, including the following:

- You are over eighteen (18), or give us consent to allow any of your minor dependents to use this Shop
- You shall not use our products for any illegal or unauthorised purpose
- You shall not use our products inconsistently with any instructions we have issued (including any health and safety documentation in relation to our traps)
- You may not violate any laws in your jurisdiction (eg, copyright laws)
- You must not transmit any viruses or any code of a destructive nature

- You must not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Shop, use of the Shop, or access to the Shop or any contact on the website through which the Shop is provided, without express written permission by us

We reserve the right to refuse access to the Shop to anyone for any reason at any time.

Any breach or violation of any of the Terms by you will result in an immediate termination of any agreement we might have with you.

Information

Personal information

Your submission of personal information through the Shop is governed by our Privacy Policy. You may read this policy via our Legal page.

You understand that your data (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Please see our Privacy Policy to further understand what happens to your personal information.

Accuracy, completeness, and timeliness of information

We strive to make sure the information on the Shop is accurate, complete, and current, however we are not responsible if it is not.

The material on the Shop 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 timely sources of information. Any reliance on the material on the Shop is at your own risk.

This Shop 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 the Shop at any time, but we have no obligation to update any information on our Shop. You agree that it is your responsibility to monitor changes to our Shop.

Products

Products

Except for the PFT Trap (made locally), we use a range of other companies to fulfil orders via the Shop (eg, Printful) ("Third-Party Supplier"). You can read their terms and conditions on their websites.

Certain products may be available exclusively online through the Shop. These products may have limited quantities and are subject to return or exchange only according to our Return Policy below.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the Shop. We cannot guarantee that your computer monitor's display of any colour will be accurate.

The PFT trap you receive may not look the same as the one in the photo. We make these traps from a variety of treated timber, including off cuts. Furthermore, stencil painting of the traps

can vary and is not always perfect. Any trap you purchase will be functional, though may not always be the 'prettiest'. For example, some of the timber panelling may have minor defects or chips. The trap is a product designed for the garden, not a mantle piece.

We reserve the right, but are not obligated, to limit, refuse, or cancel the sales of our products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis.

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. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our Shop. Should you have an account with us, 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.

We reserve the right to limit the quantities of any products that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product made on this site is void where prohibited.

We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations, or that any errors will be corrected.

Modifications to the products and prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the product without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the product.

Return Policy

Any claims for misprinted/damaged/defective items must be submitted within 30 days after the product has been received. For packages lost in transit, all claims must be submitted no later than 30 days after the estimated delivery date. Claims deemed an error on our part are covered at our expense.

Returns or refunds will not be given for traps for aesthetic reasons, so long as they are functional. Please read the Products section above before ordering a trap.

If you notice an issue on the products or anything else on the order, please submit a problem report to trustees@pestfreetoken.co.nz.

Wrong Address - If you provide an address that is considered insufficient by the courier, the shipment will be returned to us or the Third-Party Supplier's facility. You will be liable for reshipment costs once we have confirmed an updated address with you (if and as applicable).

Unclaimed - Shipments that go unclaimed are returned to us or the Third-Party Supplier's facility and you will be liable for the cost of a reshipment (if and as applicable).

Both we and the Third-Party Supplier do not accept returns of sealed goods, such as but not limited to items which are not suitable for return due to health or hygiene reasons (eg, cups,

mugs, bottles, face masks). You hereby agree that any returned orders not suitable for resale won't be available for reshipping and will be disposed of.

Returned by Customer–You must contact us before returning any products. We do not refund orders for buyer's remorse. Returns for products, as well as size exchanges are only offered at our discretion and your expense. You may need to place a new order at your expense for a product in another size.

We reserve the rights to refuse returns at our sole discretion.

Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor 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.

Any use by you of the 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).

We may also, in the future, offer new products, services, and/or features through the website (including, the release of new tools and resources). Such new products, services, and/or features shall also be subject to these Terms.

Third-party links

Certain materials, content, products, services, and features available via our Shop may include materials from third-parties.

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 or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, content, products, services, and/or features of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, resources, materials, content, products, services, and/or features, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices 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.

Errors, inaccuracies, and omissions

Occasionally there may be information on our website or Shop 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 Shop 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 Shop or on any related website, including without limitation, pricing information, except as required by law.

No specified update or refresh date applied in the Shop or on any related website, should be taken to indicate that all information in the Shop or on any related website has been modified or updated.

Disclaimer

Warranties and limitation of liability

We do not guarantee, represent, or warrant that your use of our Shop will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the Shop will be accurate or reliable.

You agree that from time-to-time we may remove the Shop for indefinite periods of time or cancel the Shop at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Shop is at your sole risk. The Shop and all products and services delivered to you through the Shop 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.

In no case shall we, including our Trustees, Directors, officers, employees, affiliates, agents, contractors, interns, suppliers, subsidiaries, partners, service providers or licensors, including Pest Free Token Limited and the Pest Free Token project 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 Shop or any products procured using the Shop, or for any other claim related in any way to your use of the Shop or any product, 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 Shop or any content (or product) posted, transmitted, or otherwise made available via the Shop, even if advised of their possibility.

Our liability shall be limited to the maximum extent permitted by law, and, should we be found liable for any reason, we shall not be liable for any amount higher than the value of the transaction connected to the liability.

Indemnification

You agree to indemnify, defend and hold harmless us and our trustees, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, employees, including Pest Free Token Limited and the Pest Free Token project, including harmless from any claim or demand, including reasonable attorneys' 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.

Severability

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall remain enforceable to the fullest extent permitted by applicable 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.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our Shop, or when you cease using our Shop.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Shop (or any part thereof).

Miscellaneous

Entire agreement

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on our website or in respect to the Shop and any product or service offered in the Shop constitutes the entire agreement and understanding between you and us and govern your use of the Shop, 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). For the avoidance of doubt, that also includes:

- Our Terms of Use
- Our Privacy Policy
- Any other information on our website, including within our various FAQs and any instructions we have issued in relation to our products or services (including any health and safety documentation).

Any ambiguities in the interpretation of these Terms shall not be construed against us.

Catch payments

From time-to-time, PFT Limited and/or the PFT project may implement a scheme for the payment of catches in PFT traps. Any payment for such shall be at arm's length from the PFT Trust and be entirely covered by the terms of any relevant catch payment policy.

Any purchase of a PFT trap shall not be conditional or for consideration of any catch payment, and you agree to not claim otherwise. For the avoidance of doubt, you agree to not make any claim that you purchased or ordered a trap believing that any catch payment was part of any contractual relationship or obligation. We will take steps to make obvious that any such scheme is subject to terms and conditions, but where this is not immediately clear it is no substitution for you not reading and understanding these Terms first.

Governing law

These Terms and any separate agreements whereby we provide you access to our Shop and products and services shall be governed by and construed in accordance with the laws of New Zealand.

Changes to Terms

You can review the most current version of the Terms on our website at any time.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Shop following the posting of any changes to these Terms constitutes acceptance of those changes.

Contact information

Questions about the Terms should be sent to us at trustees@pestfreetoken.co.nz.