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Accessibility Statement

Espresso Displays Pty Ltd is committed to compliance with the Americans with Disabilities Act. As part of our ongoing commitment, we are constantly working to improve our website to make it as accessible as possible for all. Our current site is programmed to meet WCAG 2.1 Level AA conformance. If you have any difficulty utilizing our site, questions about the accessibility of the site, or if you have suggestions on how we might improve the accessibility of the site, please contact us at support@espres.so. We will work with you to provide the information needed through a communication method that is accessible for you consistent with applicable law (for example, through telephone support).

Terms and Conditions

Introduction

Please read these terms and conditions (“Terms”) carefully before you place an order to purchase a product from us (“the Product”). The Terms tell you who we are, how we make the Product available, and other important information. They also contain legal obligations that apply to you when you use our Website or place an order for the Product.

The [Website](#) is operated by **Espresso Displays Pty Ltd (“Espresso”)** (ABN 85 629 290 848) of 29-43 Balfour St, Chippendale, NSW, 2008, Australia.

We can be contacted using our [web form](#).

Where we refer to “**Customer**” or “**you**” we mean the person using the Website and/or the person or legal entity who is purchasing the Product and who is identified in the Order Confirmation and/or the Invoice.

Where we refer to “**Espresso**”, or “**we**”, we mean **Espresso Displays Pty Ltd**.

If you do not accept these Terms, please do not use the Website or purchase a Product. **By using the Website and/or placing an order for the Product you agree to be bound by these Terms.**

The Product offered for sale on the Website will be supplied by Espresso from its available stock. Unless otherwise notified to you, Espresso will be responsible for supplying the Product purchased by you on the Website. When you purchase the Product on the Website

you enter into a binding legal agreement between you and Espresso (“**Contract**”) which is governed by these Terms.

Please see our [Privacy Policy](#) for information about how your personal information may be used for Espresso.

We may change these Terms from time to time by updating them on the Website. These Terms were last updated on 18 April 2023 and apply to any orders submitted after that date.

By placing an order the Customer confirms that they have read and accepted the Terms and Conditions, and the Order Confirmation. In addition, you agree to our [Messaging Terms](#) and [Messaging Privacy Policy](#).

Definitions

In this Contract, unless the context requires otherwise:

Business Day means:

1. in the case of delivery of Products - a Monday to Friday in the place where the Products are to be delivered to the Customer excluding any gazetted or recognised public holiday in that place; and
2. in all other cases - a Monday to Friday in Sydney, Australia excluding any gazetted or recognised public holiday.

Contract has the meaning given in clause 2.1.

Customer, you, and your, refers to the person or legal entity identified in the Order Confirmation and/or the Invoice.

Customer Order means the Customers order submitted via Espresso's website to purchase the Products specified by the Customer.

Delivery Location means the place specified in the Order Confirmation or Invoice as the place to which the Products will be delivered or, if no place is specified in either the Order Confirmation or the Invoice, the place designated by the Customer and agreed by Espresso for delivery of the Products.

Espresso means **Espresso Displays Pty Ltd** (ABN 85 629 290 848) of 29-43 Balfour St, Chippendale, NSW, 2008, Australia.

Force Majeure means any circumstance beyond the reasonable control of a party including acts of God, natural disasters, acts of war, pandemics, riots and terrorist acts.

Intellectual Property Rights means all present and future, intellectual and industrial property rights conferred by statute, at common law or in equity wherever those rights might arise, including (without limitation) copyright, inventions, patent rights, patent applications, designs, trade marks, circuit layouts and rights to protect know-how, trade secrets, goodwill

or confidential information, irrespective of whether such rights are registered or capable of registration.

Invoice means the invoice or invoices issued by Espresso for the supply of the Products and Services.

Loss means any loss, expenses, costs, damages and claims.

Order Confirmation means formal acknowledgement of the Customer's Order issued by Espresso to the Customer (which acknowledgement may be via email and/or screen display at time of transaction).

Price means the total price excluding Tax payable for the Product including applicable shipping, handling or delivery costs.

Product means the product or products described in the Order Confirmation.

Product Documentation means any documentation provided by Espresso to the Customer which describes the operation and functionality of a Product.

Taxes means:

1. any value added tax, goods and services tax, sales tax, excise or any other tax on the supply of services or goods in the jurisdiction in which the services or goods are supplied to, or imported by the Customer; or
2. any tax, levy, duty, charge, impost, deduction or withholding however it is described that is imposed by a government agency, together with any related interest, penalty, fine or other charge, other than one that is imposed on net income of the other party in any jurisdiction.

Formation of contract

No contract comes into existence until Espresso accepts the Customer Order by issuing an Order Confirmation. A contract is deemed to come into existence at the time and place where the Order Confirmation is issued by Espresso.

The Product may be ordered by clicking on the items you wish to purchase and then following the prompts that appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order on the checkout page.

All orders are subject to acceptance by Espresso. We are not obliged to accept your order and may decline to accept any order. If we accept your order, you will receive an Order Confirmation from us acknowledging that we have received your order and giving you an order reference number. If there are any errors in the Order Confirmation please notify us immediately.

Price and payment

The Price for the Products is the Price specified in the Order Confirmation.

Despite our best efforts, it is always possible that a Product listed on the Website may be incorrectly priced or not available. We will normally verify prices and availability as part of our despatch procedure so that, where the correct price is less than our stated price, we will charge you the lower amount. If the correct price is higher than the price stated on the Website, we will either contact you for instructions before despatching the Product or reject your order and notify you of the rejection. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any the Product delivered to you.

Payment for all orders must be made by credit or debit card through our authorised payment gateway (Stripe) on the checkout page. Stripe has its own terms and conditions affecting your transaction, and you can review their Privacy Policy at <https://stripe.com/au/privacy>

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

If Customer is responsible for shipping, handling and delivery costs, this will be clearly notified to Customer at checkout and/or adjacent to the description of the Product. In that case Customer will pay or reimburse Espresso on demand for all applicable shipping, handling and delivery charges applicable to the Product.

The Customer is responsible for all Taxes (including import duties and customs charges applicable to the Product) payable on or associated with their purchase of the Product.

Espresso will be entitled to recover from the Customer all legal and other costs incurred by Espresso arising from the Customer's default in payment and the collection of any overdue payment.

Delivery terms

Any time frames quoted by Espresso for delivery of the Products are estimates only. Espresso will use its reasonable endeavours to supply the Products in the quantities specified in the Order Confirmation.

Espresso will not be liable for any Loss suffered by the Customer arising out of any delay or failure to deliver the Products (or any part of them) in accordance with any specified time frame or failure to deliver the Products in the quantities specified in the Order Confirmation. Unless expressly precluded by the Order Confirmation, Espresso reserves the right to deliver the Product by instalments.

Your order will be delivered to the delivery address you specified when placing your order. If your delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that we may not be able to deliver there. If that is the case, we will notify you before we accept your order. We reserve the right not to deliver to any country that is prohibited by applicable laws.

Deliveries are made by third party couriers and take place in accordance with the working hours of those couriers. It is not possible to specify a precise time at which a delivery will

take place, and delivery time might vary depending on geographic location of your delivery address and the courier used.

If you order the Product for international delivery, it may be opened and inspected by customs authorities and may be subject to import duties and taxes when the delivery reaches its destination. You may be required to pay import duties and taxes. Espresso has no control over these charges and cannot predict the amount.

If the Customer does not, or indicates to Espresso that it will not, take or accept delivery of any of the Products, then these Products will be deemed to have been delivered when the courier was willing to deliver them.

Espresso may suspend or cancel delivery of the Products if Espresso reasonably believes that the Products may cause injury or damage or may infringe the IPR of any person, or if any payment owing from the Customer to Espresso under this Contract or any other contract remains outstanding. No such suspension or cancellation will in any way constitute admission of liability or fault by Espresso.

Ownership and risk

Delivery will occur when we or the courier have delivered the Product to the delivery address. After the Product has been delivered:

- the Customer is responsible for it; and
- risk of damage to, or loss or deterioration of, the Product from any cause passes to the Customer.

This means that any damage to the Product arising after delivery or collection is the Customer's responsibility. Espresso cannot be held accountable for a Product that is damaged after delivery.

Ownership of the Product will pass to Customer on delivery, provided full payment including any delivery charges, has been received by Espresso.

Warranty

Legislation (including the Australian Consumer Law) may provide consumer guarantees or impose obligations on Espresso in respect of Consumer Contracts which cannot be excluded, restricted or modified, or only to a limited extent. This Contract is subject to such legislation.

If the Australian Consumer Law applies to you then our goods come with guarantees that cannot be excluded under the Australian Consumer Law and you are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Espresso warrants to the Customer that the Product will:

- be free from material defects in materials and workmanship affecting normal use; and

- operate substantially in accordance with the Product Documentation.

Espresso warrants that the Product will be free from defects in materials and workmanship for a period of 12 months from the date of delivery to you, if you are the original purchaser from Espresso (“the Warranty Period”). If a defect in the Product arises within the Warranty Period, Espresso will: (a) repair or replace it with a new or refurbished product or component; or (b) refund the original purchase price upon return of the defective Product. This Warranty does not apply to a Product which you purchase from an unauthorized reseller, or where the instructions for use of the Product are not complied with or where the Product is damaged as a result of abuse, accident, modification, moisture or other causes beyond our reasonable control. If you wish to make a warranty claim please follow the procedure described in our [Returns and Warranty Policy](#)

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction. All warranty claims and replacements must be authorized by Espresso. Refurbished parts may be used for repair or replacement of a Product under warranty.

Intellectual property rights

The Customer acknowledges and agrees that all Intellectual Property Rights in the Product and any content on the Website (including text, graphics, software, databases, photographs and other images, videos, sound, trade marks and logos) remains with Espresso or its licensors, as applicable.

All Intellectual Property Rights are expressly reserved. Nothing in these Terms gives the Customer any right in respect of any Intellectual Property Rights owned by Espresso or its licensors.

You acknowledge that you do not acquire any ownership rights by downloading content from the Website. In the event you print off, copy or store pages from the Website (only as permitted by these Terms), you must ensure that any copyright, trade mark or other IPR notices contained in the original content are reproduced.

The trade marks and trade names under which Espresso's business is carried on are owned by Espresso and its associated companies together with all IPR in logos, designs, images, symbols, emblems, insignia, slogans, information, drawings, plans and other identifying materials (whether or not registered or capable of registration).

Limitation of liability

The warranty given in clause 6 is given in place of all excludable warranties, conditions, guarantees, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including warranties or conditions of merchantability, fitness for purpose, satisfactory quality or compliance with description and non-infringement, all of which are excluded to the fullest extent permitted by law.

The liability of Espresso to the Customer is limited, at the option of Espresso, to the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the reasonable cost of having the goods repaired.

This limitation does not apply to exclude any terms, conditions, warranties or guarantees implied by law which cannot be excluded, restricted or modified.

To the fullest extent permitted by law, Espresso will not be liable to the Customer for any **Indirect Loss** in connection with this Contract, however that liability arises (including in contract, tort, indemnity, or pursuant to any common law, equitable or statutory cause of action).

The term **Indirect Loss** means losses which do not arise naturally (that is, according to the usual course of things) from the relevant breach of this Contract, including without limitation loss of profits or revenue, loss of goodwill or reputation, loss of data, loss of anticipated benefits or savings, loss of any prospect or business opportunity, loss of production or other business interruption loss.

To the extent permitted by law and except as provided otherwise in this Contract, the maximum cumulative aggregate liability to the Customer regardless of basis (including indemnity, warranty, fundamental breach, negligence, misrepresentation or other contract or tort claim) is limited to the total amount paid by the Customer to Espresso (excluding Taxes) under this Contract.

The liability of a party for any Losses incurred by the other party will be reduced proportionately to the extent that the Loss is caused or contributed to by the other party or its personnel or contractors. Without limitation to the foregoing, the Customer expressly acknowledges and agrees that Espresso has no obligation or liability to the Customer under this clause 8 or otherwise to the extent such obligation or liability is based upon or arises from:

the gross negligence or wilful misconduct of the Customer or any of its employees, agents or subcontractors; or

any breach of this Contract by the Customer, and/or any use of any other than for its intended purpose.

To the maximum extent permitted by applicable law, the Customer assumes the sole risk and liability of any use of the Product.

Nothing in this Contract limits or excludes Espresso's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

Returns

Promptly after delivery Customer should inspect the Product for any possible damage or missing components. Please contact Espresso immediately if the Product is damaged or defective.

If you wish to return a Product and receive a refund or replacement under a warranty claim:

- you must obtain the prior written approval of Espresso before returning the Product (which approval Espresso may give in its absolute discretion and subject to any conditions it stipulates); and
- you should follow procedure described in our [Returns and Warranty Policy](#).

Espresso will honour our legal obligation to deliver the Product which conforms to the description on our Website. We make every effort to show you images and descriptions of the Product which are accurate and realistic. The images of the Product are for illustrative purposes only. We cannot guarantee that the display of colour on the Customer's viewing screen accurately reflects the colour of the Product. The Product may vary slightly from those images.

We do not accept returns for:

- damage caused by use with non-Espresso accessories such as cables and storage cases;
- normal wear and tear or aging of the Product, such as scratches, dents, scuffs, plus loosening and wearing of parts over time;
- defects or damage caused by misuse, accident, alteration, unusual stress, modification, improper or unauthorized repair, improper storage or third-party applications downloaded to the Product;
- damage caused by using the Product outside the permitted or intended uses described in Product Documentation;
- modifications of the Product's firmware or software by anyone other than Espresso officially;
- damage caused by use of the Product with improper voltage, power supply, or batteries; and
- damage caused by excessive moisture.

Product availability, quantity and order limits

Product prices and availability are subject to change at any time and without notice. Espresso may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, per household or per business. If the products or services that you ordered are unavailable, we may contact you to offer you an alternative product. If you do not choose to purchase the alternative product, we will cancel your order.

Espresso may refuse or reject any order at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for pricing or other errors. In the event of pricing or other errors, we reserve the right, in our discretion, to either (a) cancel your order or purchase or (b) contact you for instructions. In the event of cancellation, your access to the associated content will be disabled.

Force majeure

Neither party will be liable for any delay or failure to perform its obligations under this Contract (other than payment obligations) if such delay is due to Force Majeure.

If a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

If the Force Majeure Event continues for 30 days, either party may terminate this Contract by written notice to the other party effective from the date of the notice or a later date specified in the notice.

General

In this Contract, unless the contrary intention appears:

- headings are for convenience only and do not affect interpretation;
- a person includes a corporation, unincorporated association, partnership, joint venture or public, statutory or governmental association or agency;
- a statute or regulation includes an amendment, replacement or re-enactment of that statute or regulation;
- the word “including” and similar expressions are not words of limitation;
- each provision of this Contract shall be interpreted without disadvantage to the party who drafted the provision; and
- a reference to conduct includes any omission and any statement or undertaking, whether or not in writing.

Any notice in connection with this Contract will be deemed to have been duly given when made in writing and delivered or sent by post or email to the party to whom such notice is intended to be given, at the address or email of that party as may from time to time be notified in writing to the other party, provided that the sender has not received a message to the effect that the email was not delivered or that the recipient is ‘out of office’.

If any provision of this Contract is invalid, illegal or unenforceable, this Contract takes effect (where possible) as if it did not include that provision.

Any failure by Espresso to insist upon strict performance by the Customer of any provision in this Contract will not be taken to be a waiver of any existing or future rights of Espresso in relation to the provision.

The Contract is governed by the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales located in Sydney, Australia..

This Contract contains the entire agreement of the parties with respect to its subject matter and may only be amended in writing.

This Contract does not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 does not apply to the supply of Products under this Contract.

Espresso Displays Pty Ltd Refer-a-Friend Program Terms & Conditions

As a Refer-a-Friend member (a "Referrer"), you are subject to Espresso Displays Terms of Use and Espresso Display's Privacy Policy (both available on our website), as well as the following additional Terms & Conditions for Espresso Displays Refer-a-Friend program:

- **Qualified Referral.** A Qualified Referral is defined as a purchase made at espres.so (and related subdomains) by a person (a "Referred Customer") who arrives to our website by clicking your Refer-a-Friend program link. You are limited to one Qualified Referral for each Referred Customer; in other words, additional/repeat purchases made by a Referred Customer are not counted as additional Qualified Referrals.
- **Referred Customer.** The Referred Customer and the Referrer cannot be the same person (for example, by using a different email address).
- **Referral Rewards.** For you to earn referral rewards as a Referrer, the Referred Customer must complete an order greater than USD \$339 in total value, minus all fees including taxes, discounts, shipping, returns, chargebacks, fraudulent payments, and/or other 3rd party fees.
- **Reward Payments.** Rewards are payable in increments of \$10. The maximum Qualified Referrals earned per calendar year may be no more than 50 Qualified Referrals. As a Referrer, you are responsible for any and all tax liability resulting from Referral Rewards. Rewards payments will be available 20 days after sale. The referrer will redeem a cash based gift card via the Tremendous platform. Once redeemed, all gift card enquiries will be handled by Tremendous. Espresso are not able to resolve any gift card issues on your behalf.
- **Eligibility.** Eligibility is limited to individuals only. Espresso Displays Refer-a-Friend Program cannot be used by businesses for affiliate lead generation as determined in Espresso Displays sole discretion. (Corporations are not people, my friend!)
- **No Spam.** You must comply with all up-to-date "SPAM" laws. For example, emails must be created and distributed in a personal manner and bulk email distribution is strongly discouraged. Any distribution of your referral link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from Espresso Displays Refer-a-Friend program.
- **Right to Close Accounts.** Espresso Displays reserves the right to close the account(s) of any Referrer and/or Referred Customer and to request proper payment if the Referrer and/or Referred Customer attempts to use the Espresso Displays Refer-a-Friend program in a questionable manner or breaches any of these Terms & Conditions or is in violation of any law, statute or governmental regulation.
- **Right to Cancel Program or Change Terms.** Espresso Displays reserves the right to cancel the Refer-a-Friend Program or to change these Terms & Conditions at any time in its sole discretion. Any unclaimed referral rewards will be forfeited at that time.

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Returns & Warranty Policy

14 days risk-free

For customers who purchased an espressoDisplay via our online store, we offer a 14 day satisfaction guarantee from the day your order is delivered so you can try it risk-free.

If you decide that you want to return your device, Simply contact our support team using the [contact us form](#). Who will provide you with the next steps in order to return your device. Please note return shipping is at the Buyers expense. espresso Displays will not cover any costs associated with returning the goods.

For all change of mind returns the following criteria must be met in order to be eligible.

- Item is in brand new condition (No Damage /Markings)
- Item is in its original packaging and is in a re-sellable condition
- Our customer support team needs to be notified and your order must be shipped back back to us via a tracked shipping method within the 14 day window. Items that are returned outside of this timeframe will NOT be eligible.
- A Valid tracking number will need to be provided to espressoDisplays showing the item(s) being returned have been shipped back prior to 14 days.

How it works

If you want to return your espresso Display for any reason, simply contact our customer support team to have your application assessed. Once your application is approved simply ship the device back to us. Once your order has been received by our team we will confirm with you via email within 3 business days, it takes between 5-8 business days for your refund to be back into your original payment method.

The fine print

Products must have been purchased directly from <https://espres.so> as espresso Displays can only process returns for products purchased from our online store. If you wish to return an espresso Display which has been purchased via a third-party seller, please contact the third-party seller for specific return instructions. If you have purchased your display via Amazon you will need to return the display back to Amazon.

To return your order, you'll need to contact us providing the original email address used when placing the order. espresso Displays will not be able to provide a change of mind return unless we can verify the original purchase. If you don't know which email address was used, please contact the original buyer.

Please note that any returns without the required information, returns sent directly to our headquarters, or returns that don't follow the described return process will be rejected.

Returns that are eligible for a refund within the 14-day satisfaction guarantee must include all items purchased in the transaction from www.espres.so and its original packaging. Products must be returned in as-new condition and not damaged. Please contact our support team using

the [contact us form](#) in order to lodge your request for a 14-day satisfaction guarantee. Once received, your application will be assessed within 48 business hours.

When shipping the goods back to espresso Displays, it is recommended that you secure the espresso Display & its accessories in their respective boxes and ensure that they are protected during transit. We highly suggest using a tracked shipping method. Any losses incurred during transit will not be covered under the 14-day satisfaction guarantee. espresso Displays will not be responsible for return shipping.

Return policy

If you receive a defective item or you have an issue with the device, please contact us immediately using the [contact us form](#). If you have other concerns, please contact us within 5 days of the delivery of the product.

Upon receipt of the returned product, we will fully examine it and notify you via e-mail, within a reasonable period of time, whether you are entitled to a refund or a replacement as a result of the defect. If you are entitled to a replacement or refund, we will replace the product or refund the purchase price, using the original method of payment.

espresso has you covered with our 12-month warranty policy. If a product is not functional within the warranty period, given reasonable use and wear and tear, then the customer is eligible for a replacement or refund. Please note the following warranty conditions below.

Warranty policy

At espresso, we pride ourselves on good design, good quality, ease of use, and delight you with how incredibly thin the display is. Therefore, your happiness is our primary goal and we want to make sure you have a great experience. However, with any production process, things do go wrong from time to time and we want to make sure we replace it as soon as we can for you or repair the issue.

Warranty will be covered globally for any espresso user. Therefore, If you have an issue with one of the displays or accessories please [contact us as soon as possible](#).

espresso One year limited warranty terms

The espresso Displays One-Year Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law. As such, the espresso Displays warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer's rights arising from consumer law. Consumers have the right to choose whether to claim service under the espresso Displays warranty or under their consumer law rights. Please note: The espresso Displays One-Year Limited Warranty terms and conditions shall not apply to consumer law claims. For further information about consumer law, contact your local consumer organisation.

All claims made under the espresso Displays One-Year Limited Warranty will be governed by the terms set out in this warranty document.

Your espresso Displays products (“Product”) is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase (“Warranty Period”) when used in accordance with espresso Displays' user manuals. Under this warranty, you will be able to direct your claims to espresso Displays even in situations where you purchased the espresso Displays product from a third party. If a defect arises during the Warranty Period, espresso Displays, at its option will (1) repair the Product at no charge using new parts or parts that are equivalent to new in performance and reliability, (2) exchange the Product with a product with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a product that is at least functionally equivalent to the product it replaces, or (3) refund the original purchase price. This warranty excludes normal depletion of consumable parts; unless failure has occurred due to a defect in materials or workmanship and, damage resulting from abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship

Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) or a culpable breach of major contractual obligations. A damages claim based on a breach of major contractual obligations or gross negligence will be limited to foreseeable damage typical for the sale contract concerned.

To obtain warranty service, [contact us](#). Proof of purchase may be required to verify eligibility.

Important restriction for service

Espresso Displays will provide warranty service through one or more of the following options:

Mail-in service. Espresso Display will cover the shipping costs if the warranty claim is made within 180 days of purchase where espresso Displays will send a prepaid label, so that you may ship your Product to an espresso Displays warehouse. espresso Displays will pay for shipping to and from your location if instructions regarding the method of packaging and shipping the Product are followed. If the warranty claim is made after 180 days of purchase the customer is entitled to pay for the shipping costs.

Service where espresso Displays does not require return of the replaced Product or part. espresso Displays will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

Service options, parts availability and response times may vary according to country. If you require service in a country where espresso Displays does not maintain an espresso Displays Authorized Service Provider, service options may be limited. If a given service option is not available for the espresso Displays Product in such country, espresso Displays or its agents shall notify you about any additional shipping and handling charges which may apply before rendering service.

If any term is held to be illegal or unenforceable, it shall be severed from this warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of the country in which the product purchase took place.

Australian consumers: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. 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.

Canadian Consumers: Residents of Quebec are governed by that province's consumer protection legislation.

United Kingdom and Ireland Consumers: If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in: for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003); for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

When does my product warranty start and do I need a proof of purchase?

Your one (1) year product warranty from defects starts from the date of delivery. You will need your proof of purchase. To be eligible for warranty service, you must notify espresso as soon as you are aware of the defect using our [contact us form](#) within the warranty period.

Limited warranty terms

Espresso (Espresso Displays Pty Ltd) warrants that your purchased espresso products and espresso branded accessories shall be free from defects in materials and workmanship, under normal use for a period of one (1) year from the date of delivery. (The date of delivery is considered the date that our delivery service has recorded delivering your espresso product as per delivery tracking, not any other date.) espresso provides this limited warranty to you, only if you purchased the product from espresso, via espresso's website (espres.so and sub-websites)

Remedies

If a defect with your espresso product arises within the warranty period you are required to contact the espresso customer service team with an RMA request under warranty, also within the same warranty period. If the validity of your RMA request under warranty is accepted by espresso, espresso agree to either; replace the product with a new or refurbished product (with the replacement product being of identical model or functional equivalent), or refund the full amount that you paid for the product. Also, as part of our promise to only sell the highest quality products; If the espresso team agrees to service your product under warranty, the cost of shipping defective products will be covered by espresso. This means that if espresso accepts your product to be serviced under warranty, then; In the instance of replacement - you will not have to pay or will be reimbursed for any shipping charges, or In the instance of refunds - you will be refunded for shipping charges Any product(s) that have been replaced under this warranty policy will have warranty coverage for (1) year from the date of delivery. (The date of delivery is considered the date that our delivery service has recorded delivering your replaced unit to you, as per delivery tracking.)

How to obtain warranty service

To obtain warranty service, you are required to contact the espresso Customer Experience Experts with an RMA request under warranty, also within the same warranty period. Once our customer service team accepts your RMA request, you will be provided details with confirmation of the RMA. This will provide details of the location where the returned item should be posted to. If you have not received these confirmation details, you are not authorised to return products to espresso. espresso retains the right to not process products sent to espresso without espresso confirmation of the RMA.

To complete the RMA you will be required to ship the products back, within one week of being provided the details of the warranty RMA confirmation. This should be confirmed by the timestamp on the package from the postal service and / or the shipping invoice. espresso reserves the right to not accept returns that are shipped back outside of this timeframe. Pack the item(s) safely for shipping, to prevent damage during transport. Items should be returned in either their original packaging or packaging providing an equal degree of protection, to the address specified by espresso. espresso reserves the right to not accept returns that are damaged during postage, as a result of not being properly packaged for shipping. The RMA number and documentation must be included along with your returned product. Ship the item with a service providing tracking. You must provide this tracking number to espresso as part of the validity of the RMA. espresso reserves the right to not accept returns that are posted without a correct and valid tracking number. Please note that you assume the risk of loss or damage to returned product(s) while in transit back to espresso. Once your return is deemed a warranty replacement, if required, the customer we submit refund requests immediately. You will see the refund as a credit in approximately 5-10 business days, depending on your bank. Please also note: espresso may also require you to show proof of purchase details and answer certain questions about your use of the product, before providing warranty service. It is likely that data such as your personalised profile will be removed from espresso products during warranty servicing. espresso will not be responsible for any such loss. espresso reserves the right to inspect and triage items returned under warranty, prior to issuing replacements or refunds. This is to verify that; A correct and valid tracking number has been received by the espresso team, The items have been received by the espresso team in the correct time frame, and The item has been correctly packaged and has not been damaged in freight The item is indeed suffering the issue, permitting claim against this warranty

Exclusions and limitations

Please note that this warranty applies only to products and accessories manufactured by espresso that are marked with the “espresso” trade name or logo. espresso does not warrant that the operation of the product will be uninterrupted or error-free. For this reason, this warranty does not cover software embedded in any espresso product and related services provided by espresso. This warranty applies only to the original purchaser of the product that was purchased from the espresso's website (espres.so and sub-websites). Without limiting the foregoing, this warranty does not apply to, the following: use with non-espresso accessories such as cables and storage cases; normal wear and tear or aging of the product, such as scratches, dents, scuffs, plus loosening and wearing of parts over time; defects or damage caused by misuse, accident, alteration, unusual stress, modification, improper or unauthorized repair, improper storage or third-party applications downloaded to the product; damage caused by using the products outside the permitted or intended uses described in instructions provided by espresso; modifications of the product's firmware or software by anyone other than espresso officially; with improper voltage, power supply, or batteries. Damage due to excessive moisture Please note that espresso reserves the right to disable products in instances of suspected fraud, counterfeit use, stealing, or loss during shipment. espresso is not responsible for damage or injuries arising from failure to follow instructions related to product use.

Limitation of damages

Except to the extent prohibited by applicable law, espresso shall not be liable for any incidental, indirect, special, or consequential damages, including but not limited to the loss of profits, revenue or data, resulting from any breach of express or implied warranty or condition, or under any other legal theory, even if espresso has been advised of the possibility of such damages.

Governing law

This limited warranty shall be governed by the laws of the State of New South Wales, Australia, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. In the event that a consumer brings any claims arising under this limited warranty, the parties agree that the sole and exclusive jurisdiction shall be the State and Federal Courts located in Sydney, New South Wales.

Cancel my order

If you need to cancel your order please contact our Customer Support Team at using our [contact us form](#) as soon as possible and we will do our best to cancel your order. If your order has already been processed, we are unable to stop the shipment.

Contacting espresso

We want to help you get the most out of espresso products and services. If you have any questions about this product warranty, please contact us via our [contact us form](#)

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Privacy Policy

Last updated 18 April 2023

Thank you for choosing to be part of our community at Espresso Displays Pty Ltd, doing business as espresso (“**espresso**,” “**we**,” “**us**,” or “**our**“). We are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about this privacy notice or our practices with regard to your personal information, please [contact us](#).

This privacy policy explains what information we collect about you, how we may use it, and the steps we take to ensure that it is kept secure. We also explain your rights and how to contact us.

By sharing personal information with us, you acknowledge that you understand and agree to the collection, storage, usage and disclosure of your personal information by us in manner described in this privacy policy.

This privacy notice describes how we might use your information if you visit our Website or engage with us in other related ways — including any sales, marketing, events, social media channels, telephone conversations, e-mails and other written and verbal communications with you.

In this privacy notice, if we refer to:

- **Website** means any website of ours that references or links to this policy; and
- **Services** means our Website, and other related services, including any sales, marketing, or events.

The purpose of this privacy notice is to explain to you in the clearest way possible what information we collect, how we use it, and what rights you have in relation to it. If there are any terms in this privacy notice that you do not agree with, please discontinue use of our Services immediately.

Please note, to the extent our website contains links to other websites, which are provided for your convenience, we are only responsible for the privacy practices and security of our website. We recommend that you check the privacy and security policies and procedures of each and every other website that you visit.

In addition, you agree to our [Messaging Terms](#) and [Messaging Privacy Policy](#).

Please read this privacy notice carefully, as it will help you understand what we do with the information that we collect.

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What information do we collect?

In Short: We collect personal information that you provide to us.

We collect personal information that you voluntarily provide to us when you register on the Website, express an interest in obtaining information about us or our products and Services, when you participate in activities on the Website or otherwise when you contact or communicate with us.

The personal information that we collect depends on the context of your interactions with us and the Website, the choices you make and the products and features you use. The personal information we collect may include the following:

Personal Information Provided by You. We collect names; phone numbers; email addresses; mailing addresses; billing addresses; and other similar information.

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payment data is stored by Stripe, AfterPay, Cin7, Sezzle, PayPal and Klarna. You may find their privacy notice link(s) here: <https://stripe.com/en-au/privacy>, <https://www.afterpay.com/en-AU/privacy-policy>, <https://www.cin7.com/privacy-policy/>, <https://legal.sezzle.com/privacy>, <https://www.paypal.com/au/webapps/mpp/ua/privacy-full> and <https://www.klarna.com/international/privacy-policy/>.

All personal information that you provide to us must be true, complete and accurate, and you must notify us of any changes to such personal information.

Information automatically collected

In Short: Some information — such as your Internet Protocol (IP) address and/or browser and device characteristics — is collected automatically when you visit our Website.

We automatically collect certain information when you visit, use or navigate the Website. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Website and other technical information. This information is primarily needed to maintain the security and operation of our Website, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies. The information we collect includes:

Log and Usage Data. Log and usage data is service-related, diagnostic, usage and performance information our servers automatically collect when you access or use our Website and which we record in log files. Depending on how you interact with us, this log data may include your IP address, device information, browser type and settings and information about your activity in the Website (such as the date/time stamps associated with your usage, pages and files viewed, searches and other actions you take such as which features you use), device event information (such as system activity, error reports (sometimes called 'crash dumps') and hardware settings).

Device Data. We collect device data such as information about your computer, phone, tablet or other device you use to access the Website. Depending on the device used, this device data may include information such as your IP address (or proxy server), device and application identification numbers, location, browser type, hardware model Internet service provider and/or mobile carrier, operating system and system configuration information.

Location Data. We collect location data such as information about your device's location, which can be either precise or imprecise. How much information we collect depends on the type and settings of the device you use to access the Website. For example, we may use GPS and other technologies to collect geolocation data that tells us your current location (based on your IP address). You can opt out of allowing us to collect this information either by refusing access to the information or by disabling your Location setting on your device. Note however, if you choose to opt out, you may not be able to use certain aspects of the Services.

How do we use your information?

***In Short:** We process your information for purposes based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.*

We use personal information collected via our Website for a variety of business purposes. We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into or perform a contract with you, with your consent, and/or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

To post testimonials. We post testimonials on our Website that may contain personal information. Prior to posting a testimonial, we will obtain your consent to use your name and the content of the testimonial. If you wish to update, or delete your testimonial, please [contact us](#) and be sure to include your name, testimonial location, and contact information.

Request feedback. We may use your information to request feedback and to contact you about your use of our Website.

To enable user-to-user communications. We may use your information in order to enable user-to- user communications with each user's consent.

To manage user accounts. We may use your information for the purposes of managing our account and keeping it in working order.

To send administrative information to you. We may use your personal information to send you product, service and new feature information and/or information about changes to our terms, conditions, and policies.

To protect our Services. We may use your information as part of our efforts to keep our Website safe and secure (for example, for fraud monitoring and prevention).

To enforce our terms, conditions and policies for business purposes, to comply with legal and regulatory requirements or in connection with our contract.

To respond to legal requests and prevent harm. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine how to respond.

Fulfill and manage your orders. We may use your information to fulfill and manage your orders, payments, returns, and exchanges made through the Website.

Administer prize draws and competitions. We may use your information to administer prize draws and competitions when you elect to participate in our competitions.

To deliver and facilitate delivery of services to the user. We may use your information to provide you with the requested service.

To respond to user inquiries/offer support to users. We may use your information to respond to your inquiries and solve any potential issues you might have with the use of our Services.

To send you marketing and promotional communications. We and/or our third-party marketing partners may use the personal information you send to us for our marketing purposes, if this is in accordance with your marketing preferences. For example, when expressing an interest in obtaining information about us or our Website, subscribing to marketing or otherwise contacting us, we will collect personal information from you. You can opt-out of our marketing emails at any time (see the “[What are your privacy rights?](#)” below).

Deliver targeted advertising to you. We may use your information to develop and display personalized content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness.

For other business purposes. We may use your information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Website, products, marketing and your experience. We may use and store this information in aggregated and anonymized form so that it is not associated with individual end users and does not include personal information.

Will your information be shared with anyone?

***In Short:** We only share information with your consent, to comply with laws, to provide you with services, to protect your rights, or to fulfill business obligations.*

We may process or share your data that we hold based on the following legal basis:

Consent: We may process your data if you have given us specific consent to use your personal information for a specific purpose.

Legitimate Interests: We may process your data when it is reasonably necessary to achieve our legitimate business interests.

Performance of a Contract: Where we have entered into a contract with you, we may process your personal information to fulfill the terms of our contract.

Legal Obligations: We may disclose your information where we are legally required to do so in order to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal process, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).

Vital Interests: We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person and illegal activities, or as evidence in litigation in which we are involved.

More specifically, we may need to process your data or share your personal information in the following situations:

Business Transfers. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.

Vendors, Consultants and Other Third-Party Service Providers. We may share your data with third-party vendors, service providers, contractors or agents who perform services for us or on our behalf and require access to such information to do that work. Examples include: payment processing, data analysis, email delivery, hosting services, customer service and marketing efforts. We may allow selected third parties to use tracking technology on the

Website, which will enable them to collect data on our behalf about how you interact with our Website over time. This information may be used to, among other things, analyze and track data, determine the popularity of certain content, pages or features, and better understand online activity. Unless described in this notice, we do not share, sell, rent or trade any of your information with third parties for their promotional purposes.

Who will your information be shared with?

***In Short:** We only share information with the following categories of third parties.*

We only share and disclose your information with the following categories of third parties. If we have processed your data based on your consent and you wish to revoke your consent, please contact us using the contact details provided in the section below titled “[How can you contact us about this notice?](#)”.

- Ad Networks
- Affiliate Marketing Programs Communication & Collaboration Tools Data Analytics Services
- Any relevant government authority, where we reasonably believe that such disclosure is necessary to enforce our rights
- Any entity with which we merge (or proposed to merge) or by which we are acquired (or proposed to be acquired)
- Any other person where required or permitted by any law
- Finance & Accounting Tools
- Our officers and related bodies corporate;
- Payment Processors
- Persons who work for us (whether as an employee or a contractor)
- Product Engineering & Design Tools Performance Monitoring Tools Retargeting Platforms
- Sales & Marketing Tools
- Social Networks
- Testing Tools
- Third parties that you have authorised to whom you have authorised us to share your information
- Third party service providers and other suppliers to us where it is necessary or desirable to enable us to provide our services (including service providers that we engage to undertake data processing activities on our behalf)
- User Account Registration & Authentication Services

All third party service providers and other suppliers to us, to whom your personal information is disclosed, are only given access to that information to enable them to perform their obligations to us and for no other purpose.

Do we use cookies and other tracking technology?

***In Short:** We may use cookies and other tracking technologies to collect and store your information.*

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our Cookie Notice.

Cookies Necessary for the Functioning of the Store

Name	Function	Duration
_ab	Used in connection with access to admin.	2y
_secure_session_id	Used in connection with navigation through a storefront.	24h
_shopify_country	Used in connection with checkout.	session
_shopify_m	Used for managing customer privacy settings.	1y
_shopify_tm	Used for managing customer privacy settings.	30min
_shopify_tw	Used for managing customer privacy settings.	2w
_storefront_u	Used to facilitate updating customer account information.	1min
_tracking_consent	Tracking preferences.	1y
c	Used in connection with checkout.	1y
cart	Used in connection with shopping cart.	2w
cart_currency	Used in connection with shopping cart.	2w
cart_sig	Used in connection with checkout.	2w
cart_ts	Used in connection with checkout.	2w
cart_ver	Used in connection with shopping cart.	2w
checkout	Used in connection with checkout.	4w
checkout_token	Used in connection with checkout.	1y
dynamic_checkout_shown_on_cart	Used in connection with checkout.	30min
hide_shopify_pay_for_checkout	Used in connection with checkout.	session
keep_alive	Used in connection with buyer localization.	2w

Name	Function	Duration
master_device_id	Used in connection with merchant login.	2y
previous_step	Used in connection with checkout.	1y
remember_me	Used in connection with checkout.	1y
secure_customer_sig	Used in connection with customer login.	20y
shopify_pay	Used in connection with checkout.	1y
shopify_pay_redirect	Used in connection with checkout.	30 minutes, 3w or 1y depending on value
storefront_digest	Used in connection with customer login.	2y
tracked_start_checkout	Used in connection with checkout.	1y
checkout_one_experiment	Used in connection with checkout.	session
checkout_session_lookup	Used in connection with checkout.	3w
checkout_session_token_<<token>>	Used in connection with checkout.	3w
identity-state	Used in connection with customer authentication.	24h
identity-state-<<token>>	Used in connection with customer authentication.	24h
identity_customer_account_number	Used in connection with customer authentication.	12w

Reporting Analytics

Name	Function	Duration
_landing_page	Track landing pages.	2w
_orig_referrer	Track landing pages.	2w
_s	Shopify analytics.	30min
_shopify_d	Shopify analytics.	session
_shopify_s	Shopify analytics.	30min
_shopify_sa_p	Shopify analytics relating to marketing & referrals.	30min
_shopify_sa_t	Shopify analytics relating to marketing & referrals.	30min
_shopify_y	Shopify analytics.	1y
_y	Shopify analytics.	1y

Name	Function	Duration
_shopify_evids	Shopify analytics.	session
_shopify_ga	Shopify and Google Analytics.	session
customer_auth_provider	Shopify analytics.	session
customer_auth_session_created_at	Shopify analytics.	session

Is your information transferred internationally?

***In Short:** We may transfer, store, and process your information in countries other than your own.*

Our servers are located in the United States. If you are accessing our Website from outside the United States, please be aware that your information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal information (see “Will your information be shared with anyone?” above), in the United States, Australia, New Zealand, and other countries.

A third party to whom we give your personal information may not be in your country of residency or may transfer and store that information outside that country (**Overseas Recipient**).

If you are resident in Australia, we will take reasonable steps to ensure that an Overseas Recipient does not breach the Australian Privacy Principles (**APPs**). However, Overseas Recipients are not bound by the APPs, and you agree that subclause 8.1 of the APPs does not apply to the disclosure of your personal information to an Overseas Recipient. If an Overseas Recipient handles your information in breach of the APPs, you will not be able to seek redress under the Privacy Act.

If you are resident in New Zealand, we will take reasonable steps to ensure that an Overseas Recipient does not breach the New Zealand Information Privacy Principles (**IPPs**), Overseas Recipients are not bound by the IPPs. The Overseas Recipient may not be required to protect the information in a way that, overall, provides comparable safeguards to those in the New Zealand Privacy Act 2020.

If you are a resident in the European Economic Area (**EEA**) or United Kingdom (**UK**), you acknowledge that an Overseas Recipient may not necessarily have data protection laws or other similar laws as comprehensive as those in your country. We will however take all necessary measures to protect your personal information in accordance with this privacy notice and applicable law.

How long do we keep your information?

***In Short:** We keep your information for as long as necessary to fulfill the purposes outlined in this privacy notice unless otherwise required by law.*

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy notice, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). No purpose in this notice will require us

keeping your personal information for longer than the period of time in which users have an account with us.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

How do we keep your information safe?

***In Short:** We aim to protect your personal information through a system of organizational and technical security measures.*

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, despite our safeguards and efforts to secure your information, no electronic transmission over the Internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security, and improperly collect, access, steal, or modify your information. Although we will do our best to protect your personal information, transmission of personal information to and from our Website is at your own risk. You should only access the Website within a secure environment.

What are your privacy rights?

***In Short:** In some regions, such as the European Economic Area (EEA) and United Kingdom (UK), you have rights that allow you greater access to and control over your personal information. You may review, change, or terminate your account at any time.*

In some regions (like the EEA and UK), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal information. To make such a request, please use the contact details provided below. We will consider and act upon any request in accordance with applicable data protection laws.

If we are relying on your consent to process your personal information, you have the right to withdraw your consent at any time. Please note however that this will not affect the lawfulness of the processing before its withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

If you have questions or comments about your privacy rights, please [contact us](#).

If you are a resident in the EEA or UK and you believe we are unlawfully processing your personal information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here:

https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

If you are a resident in Switzerland, the contact details for the data protection authorities are available here: <https://www.edoeb.admin.ch/edoeb/en/home.html>.

If you are a resident in Australia and you require more information or assistance in relation to a privacy matter, please contact the Office of the Australian Information Commission at:

Telephone: 1300 363 992

Email: enquiries@oaic.gov.au

Office Address: Level 3, 175 Pitt Street, Sydney NSW 2000

Website: www.oaic.gov.au

Cookies and similar technologies: Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Website. To opt- out of interest-based advertising by advertisers on our Website visit <http://www.aboutads.info/choices/>.

Opting out of email marketing: You can unsubscribe from our marketing email list at any time by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided below. You will then be removed from the marketing email list — however, we may still communicate with you, for example to send you service-related emails that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes. To otherwise opt-out, you may [contact us](#).

Controls for do-not-track features

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

Do California residents have specific privacy rights?

***In Short:** Yes, if you are a resident of California, you are granted specific rights regarding access to your personal information.*

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are

a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Website, you have the right to request removal of unwanted data that you publicly post on the Website. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Website, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g. backups, etc.).

CCPA Privacy Notice

The California Code of Regulations defines a “resident” as:

(1) every individual who is in the State of California for other than a temporary or transitory purpose and (2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as “non-residents.”

If this definition of “resident” applies to you, we must adhere to certain rights and obligations regarding your personal information.

What categories of personal information do we collect?

We have collected the following categories of personal information in the past twelve (12) months:

Category Examples Collected

A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address and account name	Yes
B. Protected classification characteristics under California or federal law	Gender and date of birth	No
C. Commercial information	Transaction information, purchase history, financial details and payment information	Yes
D. Biometric information	Fingerprints and voiceprints	No
E. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems and advertisements	Yes

F. Geolocation data	Device location	Yes
G. Audio, electronic, visual, thermal, olfactory, or similar information	Images and audio, video or call recordings created in connection with our business activities	No
H. Professional or employment- related information	Business contact details in order to provide you our services at a business level, job title as well as work history and professional qualifications if you apply for a job with us	No
I. Education Information	Student records and directory information	No
J. Inferences drawn from other personal information	Inferences drawn from any of the collected personal information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	Yes

Espresso Displays Pty Ltd has disclosed the following categories of personal information to third parties for a business or commercial purpose in the preceding twelve (12) months:

Category B. Personal information, as defined in the California Customer Records law, such as your name, and contact information.

Your rights with respect to your personal data

1. Right to request deletion of the data - Request to delete

You can ask for the deletion of your personal information. If you ask us to delete your personal information, we will respect your request and delete your personal information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation or any processing that may be required to protect against illegal activities.

2. Right to be informed - Request to know

Depending on the circumstances, you have a right to know:

- whether we collect and use your personal information;
- the categories of personal information that we collect;
- the purposes for which the collected personal information is used; whether we sell your personal information to third parties;
- the categories of personal information that we sold or disclosed for a business purpose;
- the categories of third parties to whom the personal information was sold or disclosed for a business purpose; and
- the business or commercial purpose for collecting or selling personal information.

In accordance with applicable law, we are not obligated to provide or delete consumer information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

3. Right to Non-Discrimination for the Exercise of a Consumer's Privacy Rights We will not discriminate against you if you exercise your privacy rights.

Verification process

Upon receiving your request, we will need to verify your identity to determine you are the same person about whom we have the information in our system. These verification efforts require us to ask you to provide information so that we can match it with information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain information so that we can match the information you provide with the information we already have on file, or we may contact you through a communication method (e.g. phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use personal information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional information from you for the purposes of verification. If, however, we cannot verify your identity from the information already maintained by us, we may request that you provide additional information for the purposes of verifying your identity, and for security or fraud-prevention purposes. We will delete such additionally provided information as soon as we finish verifying you.

Other privacy rights

- you may object to the processing of your personal data
- you may request correction of your personal data if it is incorrect or no longer relevant, or ask to restrict the processing of the data
- you can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA.
- you may request to opt-out from future selling of your personal information to third parties. Upon receiving a request to opt-out, we will act upon the request as soon as feasibly possible, but no later than 15 days from the date of the request submission.

To exercise these rights, you can [contact us](#), or by referring to the contact details at the bottom of this document. If you have a complaint about how we handle your data, we would like to hear from you.

Do we make updates to this notice?

In Short: Yes, we will update this notice as necessary to stay compliant with relevant laws.

We may update this privacy notice from time to time. The updated version will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible.. We encourage you to review this privacy notice frequently to be informed of how we are protecting your information.

How can you contact us about this notice?

If you have questions or comments about this notice

- contact us by completing our [contact us form](#).
- post it to us at:

Espresso Displays Pty Ltd, Level 2, 29-43 Balfour St, Chippendale, NSW, 2008, Australia.

How can you review, update, or delete the data we collect from you?

Based on the applicable laws of your country, you may have the right to request access to the personal information we collect from you, change that information, or delete it in some circumstances. To request to review, update, or delete your personal information, please submit a request form by [clicking here](#).

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Software End User Licence Agreement

Essential Terms of Use - Read Carefully

This licence sets out the terms upon which you may download and use certain software offered by Espresso Displays Pty Ltd (ACN 629 290 848) (Espresso, we) which is intended to improve the functionality of the Espresso display and the user experience.

By downloading the Espresso supplied software (hereinafter referred to as Software), you (the Licensee, as the user of the Software) must agree with the terms of this End User Licence Agreement (Agreement). If you do not agree with the terms of this Agreement, do not download, install, copy or use the Software. By downloading, installing, copying or using the Software, you agree to be bound by this Agreement.

Licence Grant

The Software functions so as to enable you to access additional features such as automatic rotation of the display, arrangement of the displays, access to support etc. With effect from the date you download the Software, Espresso grants to you a non-exclusive, ongoing, non-transferable license (not a sale) to download, install and use the Software on any computer for the purpose of enabling those additional features in conjunction with the Espresso display. You agree not to use the Software for any purpose other than the exercise of the rights and licences hereby granted to you and only to use the Software in conjunction with the Espresso display. Any use of the Software which is not expressly permitted by this Agreement is a breach of the Agreement.

We reserve the right to update the Software and this Agreement from time to time, at our discretion and without notice to you. Nevertheless, this document is public on December 12th 2021, and you will be able to track the changes for any new version. Your continued use of

the Software following the publishing of an updated End User License Agreement means that you accept and agree to the changes.

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You must not:

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- use the Software in connection with computer-based services business;
- reverse engineer, reverse assemble, reverse compile, decompile, decrypt or disassemble the Software or any part of the Software; or
- otherwise reduce the Software or any part of the Software to human readable form.
- You agree to keep confidential and use your best efforts to prevent and protect the contents of the Software from unauthorized disclosure, redistribution or use.

Privacy

As a condition of downloading the Software you may be asked to register certain details with Espresso. These details are solely for the purpose of enabling us to manage any warranty or support claims with respect to you and for limited marketing purposes. The Software may additionally record and transmit to us the model of your host device which is information we use only for product improvement and is not linked to your personal information. No use behaviour is recorded. Our collection, use and storage of your personal information and data is handled in accordance with our [privacy policy](#).

Term and Termination

This Agreement and the rights and licences hereby granted shall continue in force in perpetuity unless terminated by Espresso or you in accordance with these terms. We reserve the right to terminate this agreement:

- For convenience, at any time, upon providing you with 30 days written notice; and

- Immediately, if we reasonably believe you have breached the terms of this Agreement and that breach is not capable of remedy or if we provide you with a notice of breach and you fail to remedy the breach within 30 days
- You may terminate this Agreement by providing 30 days prior written notice to Espresso.
- Upon termination, for any reason, you shall promptly, on Espresso's request, return to Espresso or at the election of Espresso deinstall and destroy all copies of the Software, and any documents and extracts comprising or containing the Software. Termination shall be without prejudice to the accrued rights of either party, including payments due to Espresso. This provision shall survive termination of this Agreement howsoever arising.

Warranty Disclaimer

Espresso does not warrant the Software will be error free, will operate without interruption or will work in all combinations selected by you. The Software is provided “AS IS” and (subject to any applicable warranties which are non-excludable by statute) without warranty as to the performance or results you may obtain by using the Software. The entire risk as to the results and performance of the Software is assumed by you.

With the exception of your non-excludable statutory rights, Espresso excludes any term, condition or warranty which would otherwise be implied in this Agreement. Espresso is not liable for any loss or damage, direct or consequential, resulting from your use of the Software. Where Espresso's liability cannot be excluded due to the application of law or statute, such liability will be limited at Espresso's option, in any one or more of the ways permitted under such law or statute. The total aggregate liability of Espresso arising out of, or in connection with this Agreement will be limited to a maximum of the original purchase price of the Software.

You agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of this Agreement and any third-party's rights.

General

With respect to any personal information which is collected by you in the course of using the Software, you will be solely responsible to comply with all applicable privacy laws and regulations.

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

This Agreement constitutes the entire agreement between you and Espresso and governs your use of the Software, superseding any prior agreements (including, but not limited to, any prior versions of this Agreement).

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the

minimum extent such that the remaining provisions of the Agreement will continue in full force and effect.

Subject to anything to the contrary in this Agreement, the obligations in this Agreement survive the termination or purported termination of this agreement.

This Agreement and any dispute or claim arising out of, or related to it, will be governed by and construed in accordance with the laws of the State of New South Wales, Australia without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, this Agreement or the Software will be instituted exclusively in the courts located in the state of New South Wales, Australia.

Support

For Software updates and upgrades, and regular customer support, contact Espresso via [our web form](#) website: espres.so