

Dekunu One - Explorer Edition Terms and Conditions

These Dekunu One - Explorer Edition Terms and Conditions and any other terms referred to herein (Terms) apply between the user and/or purchaser using a One Explorer Edition device and/or accessory (Device) (you) and Dekunu Technologies Pty Ltd., an Australian corporation (ACN 617 241 086), PO Box 1084 South Melbourne 3205, Victoria, Australia (Dekunu or we). These Terms apply to your Device regardless of your mode, method, or place of use and/or purchase .

Please read these Terms carefully. By using and/or purchasing a Device, you are agreeing to these Terms. If you do not understand the Terms or do not accept any part of them, do not use the Device and/or place an order. To do so you must be 18 years or older.

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General

The Dekunu One Explorer Edition Terms and Conditions was updated on March 12, 2018.

Warning

FAILURE TO FOLLOW ALL WARNINGS, INSTRUCTIONS, AND REQUIRED PROCEDURES MAY INCREASE THE RISK OF SERIOUS INJURY AND DEATH. Altimeters may give erroneous readings if you are tumbling or the altimeter is in a burble (wake), such as when sit flying or sky surfing. Chest mount altimeters are more vulnerable to this problem. If you are in doubt about how this limitation affects your skydiving, consult a licensed instructor.

The third-parties operating the Global Positioning System (“GPS”) are responsible for its accuracy and maintenance. The GPS system is subject to changes which could affect the accuracy and performance of all GPS equipment. Portions of the Device utilise GPS. Therefore, as with all GPS devices, information presented by the Device can be misused or misinterpreted and, therefore, can become unsafe. You should not rely solely upon GPS data displayed on the Device for parachuting or other navigation.

Do not use the Device’s weather information for maneuvering in, near, or around areas of hazardous weather. Information contained within the Device’s weather feature may not accurately depict current weather conditions, and should not be used to assess whether it is safe to jump.

For safety reasons, the Device operational features and procedures must be learned on the ground.

Privacy

You consent that in order to protect you and Dekunu from fraudulent transactions, Dekunu may provide your order information to reputable third parties to perform address verifications and to assist in fulfilling or delivering your order. The details on how we collect, store and share your information is found in Dekunu’s [Privacy Policy](#).

Support

For any and all Device and Portal support in addition to Frequently Asked Questions (FAQ) please visit our [Dekunu Community](#) at <https://community.dekunu.tech/> where we have information to cover . If you are unable to resolve your query through the Dekunu Community please contact Dekunu Support at support@dekunu.tech, we are a small team of passionate skydivers so please understand using the support email may have delays.

Device

Licensing of Dekunu software in the [Dekunu Portal](#) (Portal), [Dekunu Website](#) (Website) and Device (Software) will be covered separately under an [End User License Agreement](#).

Device Synchronisation

When you sync your device, data about your activity is transferred from your device to our servers. This data is stored and used by Dekunu in accordance with our Privacy Policy. Each time a sync occurs, we

also log data about the transmission. Some examples of the logged data are the sync time and date, device battery level, jump statistic and the IP address used when syncing.

Device Activation

Upon receipt of the Device the User will need to follow the activation process. This requires the Device to have internet connectivity via wifi. When the User first turns on their device, they will connect to wifi and the Device will then communicate with the Dekunu servers to update Device software and register the Device as activated. The activation process only needs to be performed when the device is first received by the User. For further activation assistance see [Support](#).

Use of the Device

Please carefully read any instructions that come with the Device, including supplementary information available in our [Dekunu Community](#). As previously mentioned the Device will be nonfunctional until a profile is activated. Some features and functions will only work while the device has internet connectivity.

Dekunu may also provide software updates/upgrades that you will need to install in order to make the best possible use of your Device. The Device must regularly be connected to internet to sync data, download updates and receive communications as detailed in the [End User License Agreement](#).

The Device is intended to be used exclusively by the activated user whose account is on the Device. The activated account holder is responsible for the operation of the device. Damage caused by other parties is the sole responsibility of the activated user.

Dekunu will not be responsible to any person for disclosure of PII or incorrect data attribution to the activated account related to or resulting from you lending a Device to any person.

Requests to modify, remove or access PII will need to be made to Dekunu.

Device Technical Specifications

Battery life for your Device, as described in any Device description page, will depend on device settings, usage, and many other factors. Battery tests are conducted using specific Device units; actual results may vary. Devices with storage capacity may be preformatted with operating system software and other files. As a result, actual formatted capacity will be less than the memory listed in any Device description page.

The Device will be delivered with functionality described at point of sale. Additional functionality that is developed may be available by updating software on the Device.

Data and Deactivation

You are responsible for connecting the Device to the internet to ensure data stored on your Device is uploaded. Dekunu will not be responsible for any use or disclosure of any data that resides on a Device.

If you tell Dekunu that you have not received your Device, the Device is defective, or it has been lost or stolen, upon acknowledgement of the listed product owner will be disabled immediately. Deactivation

does not automatically delete personal or other data stored on your Device or account. Your account and its associated data will remain active until the account is closed.

Should you wish to delete your account, requests must be made to info@dekunu.tech at which time, data will be de-identified and your account information removed permanently. This will deactivate your account and, associated devices and is not reversible

Device Features Outside of Dekunu's Control

You acknowledge that unless specifically provided in any Device description page, no Device comes with a cellular data plan, a wireless service plan or other Internet connectivity service. Your Device includes WiFi functionality that allows you to access the Internet, you understand that you will need access to an 802.11a/b/g/n WiFi access point.

You understand that the Device may only be compatible with certain hardware accessories manufactured by third parties, and Dekunu makes no warranty with respect to such third-party hardware accessories or their compatibility with the Device.

Ordering, Payment and Delivery

When you place an order on the Site, you permit Dekunu to charge the credit card, debit card or other payment method you have chosen for your order in the total amount of your order (including any applicable shipping charges and taxes).

Dekunu reserves the right to reject your order. If Dekunu rejects your order and you have already been charged, you will receive a full refund.

When your order is accepted, we will send you an email which will include details of your order and an order number that you should refer to if you have any follow-up queries.

Order and Purchase Limits

Current orders will be limited to no more than 2 Devices per person. Dekunu reserves the right to amend this order limit without notice.

Excluded Users

Dekunu reserve the right to limit the use of the Device to jumpers of sufficient experience and currency. No Excluded User may use the Device. For purposes of these Terms, ("Excluded Users") are:

- a. Students who are still under instruction on their AFF or equivalent, B-rels or equivalent; and
- b. Uncurrent jumpers, defined as licensed jumpers who have performed fewer than 100 skydives in the preceding 3 years.

Prices and Taxes

The Device price displayed on the Dekunu site does not include any shipping charges. For the ONE Explorer Edition Device, applicable taxes will be presented for Australian Consumers at checkout; however, international consumers will be responsible for determining whether certain taxes apply to the country of receipt, and may be charged pre or post-delivery depending on the country.

All prices displayed on the Website, social media or in person by a Dekunu representative/ambassador are subject to change at any time without notice.

Pricing Mistakes

We try very hard to make sure there are no mistakes in the prices that appear on the Website or Social media. In the unlikely event that a mistake happens, you agree that Dekunu will not be bound by that incorrect price, unless your credit card, debit card or other payment method has already been charged. If a mistake is discovered and you haven't been charged yet, we will let you know the correct price and you will be given the option to continue with your order at the correct price or cancel it.

Delivery

There are restrictions and some products cannot be shipped to specific international destinations. If we cannot ship to the address you provided, you will be sent a notice and you will be refunded.

If a Device cannot be successfully delivered because you have provided incorrect or incomplete delivery information, the Device will be returned to Dekunu. In that case you will be refunded for the Device, but you may be charged for shipping (and such charges will not be reversed). If a Device is not successfully delivered because we made a mistake, you will not be charged at all and all charges will be reversed. If a Device is not successfully delivered and we did not make a mistake, you agree that Dekunu shall not be liable for the error of any shipping entity.

If you do not receive your Device, please contact us at info@dekunu.tech. Delivery estimates or times provided are estimates only and are not guaranteed.

Import and Export

The Device may be subject to import and export laws and regulations in Australia and elsewhere. You must comply with all domestic and international import and export laws and regulations that apply in connection with the Device.

Resale and Gifts

You may purchase Devices for personal use. You may privately resell your Device to any Non-Excluded User. However, that User shall take the Device subject to these Terms, and any amendments or supplements. You agree not to commercially re-sell any device for profit acting as a dealer except as expressly authorised in writing from Dekunu.

Device is linked to the user account and therefore Device ownership will have to be transferred by

de-activating/de-linking the users account and activating the new users account through the Dekunu Cloud. This will be done free of charge. This is essential to ensure no personally identifiable information (PII) is disclosed.

Boring but important legal stuff

Defects; Warranties; Disclaimer of Warranties

If the Device is or becomes defective through no fault of your own, you may be entitled to a refund, replacement, or repair of your Device, for more information see [Return Policy](#)

Limited feature access or functionality above the functions expressed at point of sale will not be considered defects.

Limited Product Warranty

This limited warranty is provided by Dekunu on the One Explorer Edition Device. It is only valid and enforceable in countries where the Device is sold through Dekunu-approved sales channels. See Dekunu [Warranty](#) for further Details.

Indemnity

WARNING: Skydiving is dangerous. BASE jumping is more dangerous!

The user of the Device understands and acknowledges that skydiving, BASE, etc. have inherent risks, dangers, and hazards and the Device is not a safety device. The user, on behalf of themselves, their personal representatives and their heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Dekunu and all its members from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of utilising the Device while participation in parachuting and associated activities.

If you misuse or mishandle the Device in any way that operates to violate the Agreement and/or void any warranty offered by Dekunu, then you agree to indemnify Dekunu, its suppliers, affiliates, subsidiaries, officers, directors, members, agents, contractors, and employees from any suit, cause of action, or damages that arise or result from such misuse or mishandling.

Governing Law and Jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of Victoria, Australia and each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia in respect of any dispute arising out of or relating to these Terms and/or any Contract for the purchase of the Device.

Changes to the Terms

Dekunu reserves the right to amend and supplement these Terms from time to time, in which case you agree that these Terms and any such amendments or supplements shall govern your use of the Device.

We reserve the right to change product specifications and terms and conditions of warranty without prior notice.

Events Beyond Reasonable Control

Dekunu shall not be responsible for any delay or failure to comply with these Terms if it is prevented or delayed in performing those obligations by an event of force majeure.

Language

All documentation and communication with Dekunu, and its representatives, will only be available in English.

Dekunu shall not be liable for any person's misunderstanding resulting from third party platform or individual translation or interpretation. Additional languages will be available in the future.

No Waiver

Dekunu's failure or neglect to enforce any of its rights under this agreement shall not be construed as a waiver of its rights, nor shall its exercise of any single or partial right or remedy preclude its assertion of any other or further right or remedy.

Severability

You agree that these Terms are intended to be as broad and inclusive as permitted by the laws of your jurisdiction and if any portions of these Terms are found to be unenforceable or against public policy, that only those portions shall fail, and you agree to be bound to the remainder of the Terms.

Limitation of Liability

Under no circumstances shall Dekunu or its affiliates, partners, ambassadors etc be liable for any indirect, incidental, consequential, special, or exemplary damages arising out of or in connection with you access or use of or inability to access or use the device and any first party or third party content and services therefor, whether or not the damages were foreseeable and whether or not Dekunu was advised of the possibility of such damages. Without limiting the generality of the foregoing, Dekunu's Liability to you (Whether under contract, tort, statute or otherwise) shall not exceed fifty dollars (\$50.00 AUD). The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose.

Conflicts of Terms

in the event of a conflict between any term of the End User Licence Agreement, Warranty and the Terms and Conditions, the Terms and Conditions shall control over the conflicting term of End User Licence Agreement and Warranty.