Terms and Conditions

Identyze Group Proprietary Limited trading as Identyze

ABN 72 702 975 237 | support@identyze.com | 16 November 2026

These terms explain how purchases from Identyze work, including personalised products, payments, delivery and remedies. Australian Consumer Law rights remain protected throughout.

Key terms before you order

- There are no change-of-mind returns unless a particular offer says otherwise. Custom orders generally cannot be cancelled once production begins. Your legal rights for faults, incorrect supply and qualifying delays remain available (clauses 9 and 10).
- Check your phone model, artwork and personalisation. Only submit authorised content. You may have to reimburse losses caused by breaching the artwork requirements. We may suspend affected orders while investigating artwork claims (clauses 4.3, 4.6 and 4.7).
- Airwallex processes payments. Relevant information is shared with service providers and may be processed overseas. Identyze remains responsible for your purchase and remedies (clauses 7, 11 and 14).
- Risk passes on delivery, including delivery to a place you expressly authorise. We remain responsible for our own failures. NSW law applies without removing mandatory consumer rights (clauses 8, 15 and 17).
- Our liability for all claims relating to an order is capped at the amount paid for that order only where lawful, with the exceptions in clause 15.5. Your consumer guarantees and other non-excludable rights remain protected.

1 About these terms

1.1 This website at www.identyze.com is operated by Identyze Group Proprietary Limited, trading as Identyze, ABN 72 702 975 237 (Identyze, we, us or our). You can contact us at support@identyze.com.

1.2 These terms cover use of our website and orders for phone cases, personalised products and other goods we offer. You means the person placing an order or using the website. Your purchase contract is with Identyze.

1.3 We make these terms available before checkout. By actively selecting the terms and conditions checkbox during checkout, you confirm that you have read and agree to the terms presented for your order. Please save a copy with your order details. Website conduct provisions apply to use of our website to the extent legally binding.

1.4 Your order also includes the product description, price, delivery information and any specific offer or customisation details agreed before purchase. These terms do not cancel promises we make about a product or remove rights given by law. A separate policy can provide additional benefits but cannot reduce your statutory rights.

2 Your Australian consumer rights

2.1 The Australian Consumer Law (ACL), in Schedule 2 to the Competition and Consumer Act 2010 (Cth), applies to qualifying purchases. It also applies as a law of NSW under the Fair Trading Act 1987 (NSW). Nothing in these terms excludes, restricts or modifies a right, guarantee or remedy that cannot lawfully be excluded, restricted or modified.

2.2 Consumer guarantees apply to customised, personalised, made-to-order, discounted and sale goods as well as standard goods. They include requirements concerning acceptable quality, safety, durability, fitness for a disclosed purpose and conformity with descriptions or samples, where applicable. Services we supply must

meet applicable guarantees, including due care and skill.

2.3 Consumer rights do not automatically expire at the end of a stated warranty period. Their duration depends on the product and circumstances. The remedies in clause 10 apply independently of any voluntary warranty. If a term conflicts with a non-excludable right, that right prevails.

3 Placing and accepting orders

3.1 You must have legal capacity to enter into the purchase contract and authority to use the payment method. If ordering for a business or another person, you must be authorised to bind them. Provide accurate contact, delivery and order information.

3.2 Check the phone model, finish, quantity, artwork, personalisation, delivery address and total before submitting your order. Let us know promptly if you notice an error. We will make reasonable efforts to help, subject to production and dispatch progress and your legal rights.

3.3 Submitting an order is an offer to buy. An automated acknowledgement or payment receipt confirms receipt only. We accept the order when we send an express acceptance or production confirmation, or dispatch the goods, whichever occurs first. For customised goods, we will confirm acceptance before production starts. A contract for the accepted goods forms at that time.

3.4 Before acceptance, we may decline an order on reasonable grounds, such as unavailability, inability to produce the requested design lawfully, a material listing error, or genuine payment or fraud concerns. We will notify you promptly unless the law prevents this, and refund any amount collected for the declined goods and associated delivery charges.

3.5 If we discover a price or description error, we will explain it and ask whether you wish to proceed on corrected terms. We will not charge a higher amount without your agreement. After acceptance, we will honour the contract unless you agree to a change or cancellation, or a legal right permits otherwise. We will not substitute products without your agreement.

4 Personalisation and customer artwork

4.1 You are responsible for checking the spelling, images, layout and other instructions you supply. Where we provide a proof for approval, check it carefully and tell us about corrections before approving it. If no proof service is offered, the design submitted at checkout is the design requested. We will not treat silence as approval of a proof.

4.2 An error you supplied or expressly approved is not, by itself, a defect if we accurately reproduce it. This does not excuse an error we introduce, a departure from the agreed design, misleading advice, or a failure to meet a consumer guarantee. Any material production limitation we identify will be explained and agreed with you before production.

4.3 Only submit content you own or have permission to use for the requested product. Obtain any permissions required for photographs, logos, trade marks or other protected material, including appropriate permission from people depicted. Do not submit unlawful, defamatory or rights-infringing material.

4.4 You retain any intellectual property rights you hold in your content. You grant us a non-exclusive, royalty-free licence to reproduce, resize and make necessary production adaptations to that content solely to produce and deliver your order, provide support and resolve related claims. We may allow our production and delivery providers to use it only for those purposes. Retention is subject to clause 14 and legal recordkeeping obligations.

4.5 We will obtain separate permission before using your personalised artwork or photographs in advertising. We may request evidence of permission or decline unlawful content on reasonable grounds. If we cannot

lawfully fulfil an order, we will notify you and refund the unfulfilled part.

4.6 Artwork indemnity. To the extent permitted by law, you indemnify Identyze (meaning you must reimburse us) for reasonable, documented loss, damages and legal costs actually incurred in responding to a third-party claim concerning artwork or other content you submit, but only to the extent caused by your breach of clause 4.3. This does not cover loss caused or contributed to by our or our service providers' negligence, unlawful conduct or breach of these terms, or by alterations or uses of your content outside clause 4.4. We must take reasonable steps to minimise loss. We will notify you promptly of any claim for which we seek reimbursement, provide reasonable details and give you a reasonable opportunity to respond and participate in its defence. We will not make an admission or settlement binding on you without your written consent, which must not be unreasonably withheld. An allegation alone does not establish your breach or liability, and we cannot recover the same loss more than once. This clause does not limit your rights under the ACL.

4.7 Artwork claims and order suspension. If a third party brings a claim or complaint concerning content you submit and we have reasonable grounds to believe that fulfilling the order may infringe rights or otherwise be unlawful, we may suspend production or dispatch of the affected items while we investigate. Suspension must be limited to what is reasonably necessary. Unless legally prevented, we will notify you promptly, explain the claim and any evidence of permission needed, investigate without undue delay and keep you informed. We will resume fulfilment promptly if the concern is resolved and supply is lawful. If we cannot lawfully fulfil the affected items, we will cancel them and refund the price paid and associated delivery charges. If the investigation prevents fulfilment within a reasonable time, you may cancel the affected unfulfilled items for the same refund. We will not withhold a refund merely because an artwork claim is unresolved. Any earlier cancellation right or other remedy under these terms or law remains available.

5 Product descriptions and care

5.1 Product descriptions explain the features and compatibility offered. Screen settings and printing processes can produce minor colour differences between a preview and the finished product. This does not permit a material departure from the agreed design, description or sample, or reduce consumer guarantees. Gold and silver describe the colour of a finish unless the listing expressly says otherwise.

5.2 Choose the exact phone model specified for the case. Magnetic accessory and wireless charging compatibility depend on the product, device and accessory described in the listing. Please ask us before purchase if you need a particular fit or feature and the listing is unclear.

5.3 Follow reasonable installation and care instructions. A case may reduce the risk of damage but cannot prevent every impact or accident. This statement does not qualify an express protection claim we make or exclude liability, including for device damage, where the law gives you a remedy.

6 Prices and charges

6.1 Prices are in Australian dollars (AUD) unless another currency is clearly identified. Prices for Australian customers include GST where applicable. Delivery costs and any optional extras are disclosed before you pay, together with the total order price. Mandatory charges that can be calculated in advance are included in the displayed total as required by law.

6.2 We do not add a card payment surcharge. Your bank or payment provider may impose its own currency conversion or international transaction fees under your agreement with it. Where a different checkout currency is offered, the currency and amount must be shown before authorisation.

6.3 Promotional codes and offers are subject to conditions disclosed before purchase. We will honour an offer applied to an accepted order. A later price change does not change the price of an existing accepted order.

7 Payments through Airwallex

7.1 We use Airwallex as a payment gateway and processing provider. Available payment methods are shown at checkout. Airwallex processes payments; Identyze remains the seller responsible for the goods, delivery, customer service and remedies.

7.2 By confirming payment, you authorise collection of the total shown for that order using your selected payment method. We may request payment at checkout. An authorisation hold can appear before a payment is captured. Payment alone does not constitute order acceptance under clause 3.3. We will release or refund payments for orders we decline.

7.3 Payment processing may involve authentication, fraud screening and checks required by law or the relevant payment provider. We may ask for information reasonably necessary to verify an order. If a payment cannot be completed, we will contact you about resolving it or cancelling the unfulfilled order. Please do not email full card numbers or card security codes.

7.4 Any terms of your chosen bank, card, wallet or optional checkout service apply to that separate service where validly agreed with its provider. Airwallex merchant terms govern our relationship with Airwallex and do not make you a party to that merchant agreement merely because you buy from us. Provider terms cannot reduce our obligations to you under these terms or the ACL.

7.5 A purchase authorises that order only. It does not authorise recurring charges. If an optional saved-payment feature is available, it requires your separate choice and any applicable provider consent. Selecting it does not authorise unrelated future purchases.

8 Delivery and ownership

8.1 Available destinations, delivery charges and estimated production and delivery periods are shown in our shipping information or at checkout. Production time and carrier transit time are separate. For a proof-based order, the production estimate runs from approval unless we agree otherwise. Any delivery date we expressly guarantee will be identified as a guarantee.

8.2 We will use reasonable care to meet our stated timeframes and tell you about material delays. Estimates do not remove your legal rights. If we cannot supply within an agreed essential timeframe, or within a reasonable time where applicable, contact us about your available cancellation, refund or other remedies. We will not require you to accept an indefinite delay.

8.3 We remain responsible for resolving loss, damage or non-delivery during delivery arranged by us. Contact support@identyze.com and we will investigate with the carrier and provide any remedy required by law. You do not need to purchase transit insurance or pursue the carrier yourself to obtain your rights against us.

8.4 Ownership passes when we have received full payment and the goods have been delivered. Risk of loss or damage passes on delivery to you or your nominated recipient, or placement at a location you expressly authorised for unattended delivery. We remain responsible for incorrect delivery and for loss or damage caused by our breach or failure to meet legal obligations.

8.5 If an address you provide is incorrect, or you do not collect an available parcel, we will contact you about reasonable options. Any additional delivery charge must reflect reasonable actual costs attributable to that error and be agreed before redelivery. We will not charge you for correcting our mistake.

8.6 If international delivery is offered, we will explain any known import restrictions or charges we collect before purchase. Destination customs duties, taxes or clearance fees not collected by us may be payable by you where disclosed before ordering and permitted by law. Mandatory consumer protections that apply to your purchase remain available.

9 Changes of mind and voluntary cancellations

9.1 Please choose carefully. We do not offer returns or exchanges solely because you change your mind, order the wrong model, or prefer a different design, unless a more generous policy or offer was disclosed for your order. This policy applies only where we supplied what was agreed and you have no legal right to a remedy.

9.2 Email us promptly to request an order change or cancellation. If we receive your cancellation request before production of a customised product begins, or before dispatch of an uncustomised product, we will cancel and refund that item and the delivery charges for the cancelled supply. You may cancel an order we have not yet accepted.

9.3 Once production of a customised product has begun, we generally cannot accept a cancellation solely for change of mind. Once an uncustomised product is dispatched, clause 9.1 applies. We may agree to a change where practicable and will explain any additional cost before you decide. We will not impose an undisclosed cancellation fee.

9.4 These limits do not apply to faulty, unsafe, misdescribed or incorrectly supplied goods, or where delay, our breach or another legal ground gives you a right to cancel or obtain a remedy. Personalisation does not remove those rights.

10 Faults and consumer guarantee remedies

10.1 Contact support@identyze.com with a description of the issue and reasonable proof of purchase, such as an order confirmation or payment record. Photographs can help, but are not an absolute condition if they cannot reasonably be provided. We may reasonably assess the goods before deciding the appropriate remedy.

10.2 For a major failure, the ACL generally allows you to reject the goods and choose a refund or replacement, subject to the statutory rules for rejecting goods. Alternatively, you may keep them and claim compensation for the reduction in value. A major failure can include an unsafe product, a significant mismatch with its description, or a serious problem that would have stopped a reasonable consumer buying it.

10.3 For a failure that can be remedied and is not major, we will provide an appropriate remedy within a reasonable time, at no cost to you. If we fail or refuse to do so, you may have further rights, including having the problem fixed elsewhere and recovering reasonable costs, or rejecting the goods where the ACL permits. Compensation may also be available for reasonably foreseeable loss or damage caused by a failure to meet a consumer guarantee.

10.4 For services, including any separately supplied design service, we will provide the remedy required by the ACL. Depending on the failure, this may include rectification, cancellation, a refund for the affected services or compensation. An approval of artwork does not waive a service guarantee.

10.5 We do not impose a fixed reporting or return deadline on consumer guarantee claims, or require original packaging or an unused product. Statutory rules, including the reasonable period for rejecting goods, still apply. Please tell us when reasonably practicable so we can investigate; a delay does not automatically remove your rights.

10.6 Ask us for return instructions so we can arrange assessment efficiently. Where a consumer guarantee failure is confirmed, we will cover reasonable return costs and reasonable costs of sending repaired or replacement goods. Keep receipts for costs you incur. For goods that cannot reasonably be posted or returned without significant cost, we will arrange collection where the law requires.

10.7 An ACL refund will not be reduced by a restocking, administration or payment-processing fee, or a deduction for ordinary use of the faulty product. We will also repay delivery charges and other amounts where required by law. We will not insist on store credit instead of a monetary refund to which you are entitled.

10.8 Consumer guarantees do not ordinarily cover a problem caused solely by misuse or accidental damage unrelated to a defect. We will assess the actual cause; ordinary wear does not excuse a failure to meet the durability reasonably expected. Any express warranty supplied with a product operates in addition to the ACL and does not replace it.

11 Refund processing and payment disputes

11.1 We normally send a refund to the original payment method in the original transaction currency through Airwallex. We will initiate refunds owed without undue delay and provide confirmation. The time for the credit to appear depends on the bank or payment provider.

11.2 If the original refund route is unavailable, we will work with you and the payment provider to arrange another lawful method consistent with applicable payment rules. Gateway limits, account balances or processing restrictions do not extinguish your entitlement to a refund or compensation from Identyze. We do not substitute cash for a card or wallet refund unless the law requires it or Airwallex confirms that the applicable arrangements permit it.

11.3 Please contact us if a refund does not arrive or you do not recognise a charge. You may also contact your card issuer, bank or payment provider and exercise any chargeback or dispute rights. Contacting us first is encouraged but is not a condition that removes those rights or extends the provider's deadlines.

11.4 We may supply relevant order, payment and delivery records through the payment dispute process, consistently with privacy law. We will account for refunds and reversals to avoid paying the same amount twice, while preserving any separate entitlement to compensation. We do not impose an automatic chargeback penalty on you.

12 Website use and accounts

12.1 Use the website lawfully. Do not introduce malicious code, attempt unauthorised access, interfere with checkout or security, impersonate another person, or use the website to defraud others or infringe their rights. Any automated activity must comply with applicable law and must not damage or materially disrupt the website.

12.2 If you create an account, take reasonable steps to protect your login details and tell us promptly about suspected unauthorised use. You are not automatically responsible for activity merely because it occurred through your account; responsibility depends on the circumstances and applicable law.

12.3 We may restrict access where reasonably necessary to address security risks, unlawful activity or a material breach. Where practicable, we will explain the reason and allow an opportunity to correct a remediable breach. Restricting an account does not remove rights relating to paid orders, refunds or complaints. You can ask us to close your account at any time.

13 Intellectual property and reviews

13.1 Website materials, Identyze branding and our original designs belong to us or our licensors. You may browse the site and use it to make purchases. Do not commercially reproduce our protected content without permission, except as permitted by law. Buying a product does not transfer intellectual property rights in our designs. Your content is dealt with in clause 4.

13.2 If reviews are enabled, submit honest reviews based on your experience and avoid disclosing private information about others. You give us permission to display your review and chosen public display name for that purpose. We may remove unlawful, abusive, irrelevant or demonstrably fake material. We will not remove a genuine review merely because it is negative or edit its meaning misleadingly.

14 Personal information, cookies and communications

14.1 This section explains how Identyze handles personal information as part of these Terms and Conditions. Contact support@identyze.com about information we hold, a correction, a data request or a complaint. We will comply with privacy obligations that apply to us, including the Privacy Act 1988 (Cth) and Australian Privacy Principles where applicable. Accepting these terms does not waive those rights.

14.2 Information we collect. When you buy, create an account, personalise a product or contact us, we collect the details you supply, such as your name, email, telephone number, billing and delivery addresses, order choices, artwork, personalisation instructions and correspondence. We also receive payment status, transaction references and relevant fraud or dispute information from payment providers. Airwallex processes payment details through its payment service; please do not send full card numbers or security codes to us by email or chat.

14.3 How information is used and shared. We use relevant information to process payment, produce and deliver your order, provide support, manage accounts, prevent fraud, resolve disputes and meet legal obligations. We share information needed for these purposes with payment, production, delivery, hosting and technology providers and with authorities where legally required. Airwallex, payment networks, financial institutions and technology providers may process information outside Australia. Contact us for information about the providers and overseas handling relevant to your order. We do not use acceptance of these terms as consent to unrelated disclosure or marketing.

14.4 Retention and security. We retain order, payment and correspondence records for fulfilment, support, disputes and applicable legal recordkeeping requirements. Artwork and proof files are retained for the order and related support or claims, rather than for unrelated advertising. Retention depends on the record and any applicable legal obligation. We take reasonable steps to protect personal information and to delete or de-identify it when it is no longer needed and the law permits. No internet service can guarantee absolute security.

14.5 Cookies and analytics. Essential cookies support the cart, checkout, account security and preferences. Where enabled, analytics and advertising tools, including Google, Reddit and Snapchat integrations, may collect IP addresses, device and browser details, online identifiers, page visits and purchase events to measure website use and advertising. These providers may process information overseas. Optional tracking requires valid consent where the applicable law requires it; accepting these terms or continuing to browse is not that consent. You can manage or delete cookies in your browser and contact us about tracking choices. Blocking essential cookies can affect checkout. A separate consent control, where required, must operate independently of the terms checkbox.

14.6 Communications. We use the contact details you provide for order, delivery, account and complaint communications. Marketing messages require valid consent where required and include an unsubscribe facility in accordance with the Spam Act 2003 (Cth). Buying from us or accepting these terms does not by itself constitute blanket consent to marketing. Unsubscribing from marketing does not prevent necessary order communications.

14.7 Access, correction and complaints. Email support@identyze.com with your request and enough information for us to identify the relevant records. We may reasonably verify your identity before disclosing or changing information. We will respond within a reasonable time, explain any lawful refusal and tell you how to seek review. You may complain to the Office of the Australian Information Commissioner where it has jurisdiction. If EU/EEA data protection law applies, additional rights may include access, correction, erasure, restriction, portability, objection, withdrawal of consent and a complaint to the relevant supervisory authority, subject to the conditions and exceptions in that law. Withdrawing consent does not affect earlier lawful processing.

15 Responsibility and liability

15.1 Our responsibility for loss or damage is determined by these terms and applicable law, including consumer guarantees and any duty to exercise reasonable care. Nothing limits liability that cannot legally be limited, including available remedies for personal injury, property damage or reasonably foreseeable loss caused by a consumer guarantee failure.

15.2 We are not responsible for loss to the extent it is caused solely by your unlawful conduct or misuse and is not attributable to our breach or another basis of legal liability. Both parties must take reasonable steps to reduce avoidable loss. We do not impose a blanket indemnity or cap your non-excludable entitlements at the purchase price.

15.3 External websites and services have their own operators. A link does not itself endorse their content. This does not excuse our own representations, negligence or obligations where we select a provider to perform part of your order.

15.4 Repair, replacement or refund. Where the law permits us to choose the remedy, we may resolve a product defect by repairing the affected product, replacing it with the same type of product, or refunding the amount paid for it. We will provide any remedy required by law without charge and within a reasonable time. This clause does not limit clauses 2, 10 or 15.1, your right to choose a refund or replacement for a major failure, or any entitlement to compensation or another remedy under the ACL. Repair, replacement or refund is not necessarily the full extent of our legal liability.

15.5 Aggregate liability cap. Subject to clauses 2, 10 and 15.1, and only where lawful, our total liability for all claims arising from or relating to an order is limited in aggregate to the total amount you actually paid us for that order, including delivery charges. This cap does not apply to liability under consumer guarantees or other rights that cannot lawfully be limited; reasonably foreseeable loss caused by a consumer guarantee failure; our or our service providers' negligence, fraud or wilful misconduct; or death, personal injury or property damage for which we are legally responsible. It does not reduce any refund or other payment required by law. We will not apply this cap where it would contravene unfair contract terms laws.

16 Interruptions and events beyond reasonable control

16.1 If an event beyond our reasonable control materially affects supply, we will tell you promptly, take reasonable steps to minimise the impact and explain the expected delay. We remain responsible for your statutory rights. If the affected goods cannot be supplied within a reasonable time, you may cancel that unfulfilled part and receive a refund of the related amounts paid. Any earlier cancellation right under the contract or law is preserved.

17 Complaints and NSW law

17.1 Send order enquiries, returns requests and complaints to support@identyze.com. Include the order reference if available, what happened and the outcome sought. We will respond within a reasonable time and keep you informed if further investigation is needed.

17.2 You may seek assistance from NSW Fair Trading or the relevant consumer protection agency, use a payment dispute process, or bring a claim in a court or tribunal that has jurisdiction. This includes the NSW Civil and Administrative Tribunal where it can hear the dispute. There is no compulsory paid mediation or restriction on seeking urgent relief.

17.3 These terms and the purchase contract are governed by the laws of New South Wales and Commonwealth laws applying there, including the ACL and Fair Trading Act 1987 (NSW). Electronic transactions are subject to applicable law, including the Electronic Transactions Act 2000 (NSW).

17.4 You and Identyze submit to the non-exclusive jurisdiction of the courts of NSW and competent Commonwealth courts. This does not prevent proceedings in another court or tribunal with lawful jurisdiction, or remove mandatory consumer protections applicable where you live. This clause does not change any separate agreement between Identyze and Airwallex.

18 Updates and general provisions

18.1 We may update these terms for future orders by publishing a revised version and date. The terms presented when you placed an accepted order continue to govern that order unless you agree to a change or the law requires it. We will give reasonable advance notice of a material change affecting an ongoing account relationship, unless an urgent legal or security reason requires a shorter period.

18.2 If a provision is invalid or unenforceable, it is ineffective to that extent and the remaining provisions continue where legally possible. Neither party loses a right merely by delaying its exercise. These terms do not exclude reliance on representations or promises where the law protects that reliance.

18.3 Our use of service providers does not release us from our obligations to you. Any transfer of our contractual rights or obligations must comply with law and must not materially reduce your rights. Where your consent is legally required, we will obtain it.