Online Purchase General Terms and Conditions

These Terms and Conditions of Use (**Terms**) apply to the purchase of goods and services (together **Services**) from MyNet Pty Ltd ABN 17 617 410 581 (**'we', 'us', 'our'**) directly, or through our website located at [URL] (**Site**).

1. General

1.1 By placing an order via our Site, you are acknowledging that you have read, understand, and agree, without limitation or qualification, to be bound by these Terms.

1.2 We may vary these Terms and Conditions at any time by updating them on the Site and sending notification to purchasers. Any variation will only come into effect in relation to new sales, or in the case of purchases that are subject to renewal terms (such as subscriptions) when the current subscription period ends.

2. Pricing and availability

2.1 The provision of Services is subject to your payment of any fees or charges referable to the Services you have elected to purchase from us (**Fees**).

2.2 Fees are inclusive of Goods and Services Tax (if applicable) and are displayed in Australian Dollars on the Site.

2.3 Fees are subject to change, effective immediately upon posting to the Site or via any other form of notification prior to you making a purchase of a product or service.

2.4 Fees are payable in advance of the provision of any Service. Where you have purchased a subscription Service:

2.4.1 you will be billed monthly on the first of every calendar month, unless otherwise specified;

2.4.2 a subscription can only be terminated by providing a minimum of 30 days notice. If the effective date of termination falls within a subscription period, you will be billed for (and receive Services for) remainder of that unexpired subscription period.

2.5 We reserve the right to modify or discontinue any Service advertised without notice at any time.

2.6 Whilst we try and ensure that all details, descriptions and prices which appear on the Site are accurate, errors may occur. If we discover an error in the price or description of any goods and/or services we will correct the error as soon as it comes to our attention. For the avoidance of doubt, where there is a genuine pricing error, we are entitled to cancel a transaction, even if you have been charged for the relevant product or service at the incorrect price. You agree that we are entitled to cancel such orders and refund any amount paid by you with reference to the pricing error, or offer for you to pay the difference between the erroneous price and the correct price (at your sole election).

2.7 We may charge differential Fees dependent upon your method of payment to cover the cost of any particular method of payment. Our preferred method of payment is

through the use of a Direct Debit. If you agree to pay via Direct Debit, you agree to do all things necessary to authorise us to directly debit your nominated account.

2.8 If you choose a payment method other than Direct Debit we may, in our discretion, charge an administration fee. This will be communicated to you prior to it being charged.

3. Payment

3.1 We use a third-party payment processors (each a Payment Processor) as a gateway provider to process payments and administer our online ordering system, including the processing of future subscription payments.

3.2 By placing an order with us you acknowledge you will be deemed to accept the terms and conditions of the Payment Processor which can be accessed on their website (which we will indicate to you at the time of processing your payment). We recommend that you review the Terms and Conditions of a Payment Processor before utilising the services of any Payment Processor.

3.3 Upon receiving your order we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction.

3.4 You confirm that the payment method that is being used is yours.

3.5 We may share your personal or transaction information with a Payment Processor for the purposes of payments and processing.

4. Refund policy

4.1 Except in accordance with the Australian Consumer Law (or relevant consumer law of your Country) all refunds are at the sole discretion of MyNet Pty Ltd.

4.2 If you are entitled to a refund under this clause, we will instruct our third-party Payment Processor to issue the refund. We do not have control over the third-party Payment Processor and cannot expedite any refunds.

5. Your obligations

5.1 You agree that you will only use the Services:

5.1.1 for lawful purposes;

5.1.2 in a way that is not reasonably likely to prejudice the ability of third parties to access and use the Services;

5.1.3 to knowingly distribute malicious software, unlawful content, content that infringes any third party's rights, or defamatory content; and

5.1.4 in accordance with any reasonable policy published or updated by us from time to time, including policies regarding the acceptable use of the Services.

6. Your warranties

6.1 You warrant to us that any information, document, specification you provide to us or use of our goods and/or services shall not infringe any third party intellectual property right, shall not infringe any moral right, is accurate and is not defamatory or otherwise unlawful or contrary to community standards and you agree to indemnify and keep indemnified us from any breach of this warranty.

6.2 We may refuse or cease, at our sole unfettered discretion, to provide our Services if we believe they may be contrary to the warranty in clause 6.1.

7. Our obligations

7.1 We will take reasonable steps to ensure that the Services are provided to you to an appropriate standard and in accordance with any agreed specifications, subject to any service level agreements we enter into with you.

7.2 Notwithstanding the above, you acknowledge that the Services may, from time to time, not be available, or may not reach the advertised specifications. Where this happens we will take reasonable steps to rectify the lack of availability or failure to meet specifications.

8. Limitation of Liability

8.1 You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any:

a. interruption of business;

b. access delays or access interruptions to the Services;

c. data non-delivery, misdelivery, corruption, destruction or other modification;

d. computer viruses, system failures or malfunctions which may occur in connection with your use of the Site, or any downloaded item, including clicking any hyperlink to or from a third party website; or

e. events beyond our reasonable control.

8.2 We have no liability to the extent that a failure of delivery of goods and/or services is attributable to any act or omission on your part.

8.3 To the extent permitted by law, our liability for failure to comply with a consumer guarantee is limited to, at our sole discretion, either the re-supply of the goods and/or services or the payment of the cost to you of having the goods and/or services supplied again.

8.4 Nothing in these Terms is to be read as an attempt to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such an exclusion or limitation.

8.5 In all other respects, our total liability for loss or damage of every kind arising pursuant to these Terms or arising in any other way out of or in relation to the supply of goods and/or services, their sale, delivery or the way they behave, and whether in

tort of contract or in any other cause of action, is limited to an amount equivalent to the sum paid by you to us for the goods and/or services.

8.6 Except as otherwise stipulated in these Terms, we do not accept liability to you in respect of any indirect or special loss or damage which may be suffered or incurred by you in respect of goods and/or services supplied pursuant to these Terms.

9. Warranty disclaimer

9.1 Whilst we have taken reasonable steps to ensure information contained on our Site and in our products is accurate, up to date and reliable, we cannot guarantee the suitability, reliability, availability, accuracy, completeness or applicability of any goods or services sold.

9.2 To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded.

9.3 Any promotional materials we publish are intended to give a general idea of the goods and services on offer and cannot be relied on for any purpose.

9.4 We attempt to provide accurate information on the Site and in our goods and services. However, the information contained on the Site and in our goods and services is of a general nature only and intended for educational purposes, it does not constitute or replace professional advice and, to the extent permitted by applicable law:

9.4.1 we do not warrant that information contained on the Site or in the content, including any product descriptions is accurate, complete, reliable, current, or error-free; and

9.4.2 the Site is presented ’as is’ and we make no representations or warranties of any kind whatsoever, express or implied, in connection with the Terms or the Site, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose.

10. Suspending Services

10.1 We may, in our absolute discretion, suspend the provision of Services to you if:

10.1.1 You are late making a payment of Fees;

10.1.2 You breach these Terms;

10.1.3 Your use of the Services is such that it unreasonably impacts on our ability to provide the Services to you or others, or it is deemed by us, acting reasonably, to be excessive or unfair; or

10.1.4 You act inappropriately or abusively towards our staff.

10.2 If we suspend your access to the Services, we will notify you of the reason for the suspension. The suspension will continue until we are satisfied that the reason for it commencing has been addressed.

11. Breach and Termination

11.1 A party (**Non-Defaulting Party**) may terminate the provision of Services with immediate effect by written notice if:

11.1.1 the defaulting party (**Defaulting Party**) breaches these Terms and that breach:

(a) is incapable of remedy; or

(b) is not remedied within 10 Business Days of the breach being communicated to the Defaulting Party.

11.1.2 the Defaulting Party becomes bankrupt or insolvent, or has an administrator appointed to it, to the extent that a termination on those grounds is permitted by law.

11.2 We may terminate this agreement without cause by providing you with seven days written notice, and refunding to you any fees that you have paid to us for goods or services not yet delivered to you.

11.3 You may terminate the provision of services by providing us with 30 days' written notice, with that termination to take effect at the conclusion of any subscription term for the relevant Service following the effective date of that termination notice.

12. Force Majeure

12.1 We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any acts of God, governmental actions, including any government imposed shutdown or closure, a change in applicable law, riots, vandalism, strikes, lockouts or other labour difficulty, war or national emergency, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), acts of terrorism, fire, explosion, flood or other natural disaster, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network and failure or shortage of power supplies or other essential utility.

13. Intellectual property

13.1 The goods we sell, including their content, specifications and design (being intellectual property, including but not limited to, copyright, design rights, trade marks, know-how, show-how or other intellectual property) remain our property.

13.2 Title and ownership of intellectual property does not transfer to you by virtue of your purchase from our Site.

13.3 You may not use our name or logos or trademarks or any other content for commercial purposes without our prior written consent.

14. Waiver

14.1 Any waiver of any provision of these Terms will be effective only if in writing and signed by us.

14.2 Without limiting the foregoing, any failure to enforce any of our rights under these Terms does not constitute a waiver of those rights.

15. Severability

Any part of the Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.

16. Entire agreement

These Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

17. Assignment

You may not assign these Terms without our express consent in writing.

18. Governing law

These Terms are governed by the laws in force in South Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.