

## **Website terms and conditions: goods to consumers, payment online**

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## **Website terms and conditions: goods to consumers, payment online**

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods. If you are under 18, please confer with an adult to make your purchase.

We are: Try Me Australia Pty Ltd  
Our address is: PO Box 3191  
Robina Town Centre QLD 4230

You are: a visitor to Our Website / our customer

### **The terms and conditions**

#### **1 Definitions**

In this agreement:

“Carrier”	means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.
“Consumer”	means any natural person who, in connection with this agreement, is acting for purposes which are outside his business.
“Our Website”	means the entire computing hardware and software installation that is or supports Our Website.
“Goods”	means any of the Goods we offer for sale on our Website
“Content”	means any material in any form published on Our Website by us or any third party with our consent.
“Material”	means Content of any sort posted by you on Our Website

#### **2 Our contract with you**

These terms and conditions apply:

- 2.1 So far as the context allows, to you as a visitor to Our Website; and
- 2.2 in any event to you as a buyer or prospective buyer of our Goods.

- 2.3 We shall accept your order by e-mail confirmation. That is when our contract is made.
- 2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.
- 2.5 Unfortunately, we cannot guarantee that Goods advertised on our website are available.
- 2.6 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:
  - 2.6.1 accept the alternatives we offer;
  - 2.6.2 cancel all or part of your order;
- 2.7 If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply.
- 2.8 If we owe you money on account of your cancellation, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 days from the date of cancellation of your order.

### **3 Your account with us**

- 3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

### **4 Price and Payment**

- 4.1 We endeavour to keep our website and prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian Dollars will be borne by you.
- 4.3 Prices include Australian good and service tax.

### **5 Delivery**

- 5.1 Deliveries will be made by post / a carrier instructed by us to the address stipulated in your order. You must ensure that someone is present to accept delivery.

## **6 Cancellation of order**

- 6.1 You may cancel your order at any time before we despatch your order.
- 6.2 Details of our after-sales service and guarantees, if any, are given on our website.
- 6.3 If you cancel before we have sent the Goods, we will refund to you the price of the Goods and the cost of delivery, if any.
- 6.4 We will refund your money within 30 days.
- 6.5 This paragraph does not affect your rights in the event that the Goods are faulty.

## **7 Foreign taxes, duties and import restrictions**

- 7.1 If you are not in Australia, we have no knowledge of, and no responsibility for, the laws in your country.
- 7.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

## **8 Goods returned**

- 8.1 In the unlikely event that your goods are faulty, just contact us within 30 days, and we will refund all your purchase price.
- 8.2 To do this, it is essential that you follow the instructions below. These provisions apply in the event that you return Goods to us because you say they are faulty. Please refer to the FAQ & Troubleshooting page on our website first:
- 8.3 You must tell us by email message to [sales@tryme.net.au](mailto:sales@tryme.net.au) or by letter to our land address at the top of this agreement, that you would like to return goods, specifying exactly what goods and when purchased, and giving full details of the defect. We will then issue a returns note. If you send goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.
- 8.4 The Goods must be returned to us as soon as any defect is discovered.
- 8.5 So far as possible, Goods should be returned:
  - 8.5.1 with both goods and all packaging as far as possible in their original condition;
  - 8.5.2 securely wrapped;
  - 8.5.3 including our delivery slip;
  - 8.5.4 at your risk and cost.

## **9 Disclaimers**

- 9.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.
- 9.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.
- 9.3 We give no warranty and make no representation, express or implied, as to:
- 9.3.1 the adequacy or appropriateness of the Goods for your purpose;
  - 9.3.2 the truth of any Content on Our Website published by someone other than us;
  - 9.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used;
  - 9.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
- 9.4 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.
- 9.5 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.
- 9.6 The above two sub paragraphs do not apply to a claim for personal injury.

## **10 Content and Intellectual Property Rights**

- 10.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

- 10.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.
- 10.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

## **11 Your email address**

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

## **12 System Security**

- 12.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 12.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 12.3 You may not use any software tool for the purpose of extracting data from our website.
- 12.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

### **13 Indemnity**

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

### **14 Miscellaneous provisions**

14.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

14.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

14.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.

14.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

14.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

14.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

14.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

14.8 This Agreement shall be governed by and construed in accordance with the law of Australia. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.