

## **END USER LICENSE AGREEMENT**

This End User License Agreement (**EULA**) is a legal agreement between you and UNGEX Pty. Ltd. (ACN: 168 075 885/ ABN: 51 168 075 885) and governs UNGEX Pty. Ltd. to provide the selected items to be purchased by you as the buyer, based on the below terms and conditions that are strictly stated and drawn by UNGEX Pty. Ltd. If you do not agree with these terms and conditions please do not proceed with the purchase process.

***PLEASE READ THIS AGREEMENT CAREFULLY. BY BUYING A PRODUCT FROM UNGEX PTY. LTD. YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THESE TERMS JUST AS IF YOU HAD ACTUALLY SIGNED A BINDING AGREEMENT TO THAT EFFECT.***

UNGEX Pty Ltd reserves the right to amend the terms of this agreement at any time without any prior notice to the end-users and any other parties that have previously agreed to this license. Your subsequent access to or use of the products or any information which is provided for the members, will constitute an acceptance of those amendments.

If you have any questions about this agreement please contact UNGEX Sales and Service team at: [sales@ungex.com.au](mailto:sales@ungex.com.au), [info@ungex.com.au](mailto:info@ungex.com.au) or [info@ungex.com](mailto:info@ungex.com)

### **1. DEFINITIONS**

1.1 "Information" means any written information, specifications and content made generally available by UNGEX to aid in purchasing and using the products. We endeavor to ensure that only accurate and up to date information is placed online.

1.2 "Intellectual Property Rights" means all the materials displayed on our website, including all products, technologies, artwork and other graphic materials, names, logos, drafts, License Agreements and trademarks, are the properties of UNGEX Pty. Ltd. and are protected by Australian copyright laws, international treaty provisions and all other applicable national laws. Any such content may be displayed and printed solely for your personal and non-commercial use. You agree not to: copy, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party or in any real or virtual places, internet, without the prior written consent of UNGEX Pty. Ltd. we do not grant any license or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the, products, website or in the user interface of the website.

1.3 "Understanding these terms" In this agreement 'we', 'our' and 'us' refer to UNGEX Pty. Ltd. and 'you' and 'your' refer to the customer(s).

### **2. PRODUCTS**

#### **2.1 UNGEX Product**

The Products known as Hair Mites Products are those listed in the products list which are accessible via UNGEX official website ([www.ungex.com.au](http://www.ungex.com.au)). Products are ready to be sold based on the stock availability.

#### **2.2 When something is out of stock**

We will inform you when we expect to be able to deliver your order. While we cannot guarantee the delivery dates advised by the Shipment Company and/or postal services, we will keep you up to date on progress.

### 2.3 When the product is lost or damaged.

If a product is lost or damaged in transit (before or at the time of arrival), you should inform us immediately by contacting the UNGEX sales team at [sales@ungex.com.au](mailto:sales@ungex.com.au) or [info@ungex.com](mailto:info@ungex.com) then our sales team will do the needful for further steps.

However, to be entitled to a replacement or refund, it will be the customer's responsibility to provide UNGEX PTY. LTD. with proof of lost or damaged product in the form of photographic evidence or official letter from related courier or official authorities. A replacement or refund will only be considered after the approval of evidence by UNGEX PTY. LTD.

### 2.4 When something is no longer available

There may be unforeseen circumstances in which it is not possible for us to supply a product. If this happens, we will cancel orders for that product. You will be responsible to make sure the product is available while you are placing your orders.

## 3. Shipping & Returns

Usually; we offer shipping from Australia (via Australia Post) to anywhere in the world however, shipping services by other courier companies (FedEx, DHL ...) will be possible per your request and at your own cost and risk. Please check with your own courier companies or simply email to [sales@ungex.com.au](mailto:sales@ungex.com.au) or [info@ungex.com](mailto:info@ungex.com) to get an estimate on shipping before checkout. Please note that these services are not eligible for free shipping.

Dispatch of your order will be within reasonable time of your payment being cleared and presented in our bank account.

We will email you once dispatch has occurred. All products, unless requested otherwise will be sent via Australia Post.

\* Your order may be subject to import duties and taxes, which are levied once your order reaches your port/country. UNGEX Pty. Ltd. does not collect these duties and taxes. If you incur these additional charges, they must be rendered prior to your order clearing customs. You may be contacted by the freight forwarder prior to delivery. Orders delivered to Australia are not subject to duties.

\* Shipping zones are at the discretion of postal service, and some addresses may be subject to non-shipping zones.

\* The estimated delivery times stated are advised by Australia Post or other courier companies, are not binding on UNGEX Pty. Ltd.

### **Replacement, Refunds and Returns Policy**

You should expect to receive your replacement, refund within four weeks of the time we receive the returned products in a full condition that was sent to you, however, in many cases you will receive a replacement, refund more quickly. This time period excludes the transit time for us to receive your return from the shipment company.

Any other issues about return payment will be done according to the bank's transaction's terms and conditions. Therefore, we should refuse any responsibility for refunding the payment if it has happened due to the bank's policy and/or terms and conditions. We will follow the bank's policies and terms in this situation.

#### 4. Prices

You can find price of our products on our website. We will update them from time to time. Please make sure you are fully aware of the currency provided for each product as we may have provided different currencies for our customers' conveniences.

#### 5. Orders and payment

- i. Your order is an offer to enter into an agreement with us. No agreement is formed until your order and payment have been processed by us and we have sent you either an invoice, or a notice that your chosen item is in stock.
- ii. Full payments should be made by the due date before delivery and all goods remain UNGEX Pty. Ltd. property until full payment has been received. Once we have confirmed your order, you are bound by it unless UNGEX Pty. Ltd. informs you that what you have ordered is no longer available. You are bound by the banks terms and conditions of online payment or other payment methods, and any problem with your transaction will be your responsibility until the payment arrives into the UNGEX bank account, or until we receive the full payment in another form.
- iii. If you are in possession of the goods, you are under the duty to retain them and take reasonable care of them. If you must send the goods back to us, send to our contact address at your own cost (unless the item was delivered to you damaged or defective) as soon as possible once you have canceled the order.
- iv. In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the order by the client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.
- v. You cannot cancel your order after we send the confirmation of the shipping email to you. However, if you are eligible to return the products according to the mentioned reasons in this agreement, you can return it during "cooling off period" which is 5 days from sending the order delivery email.
- vi. Payment amount are not refundable nor exchangeable with other customers.
- vii. You will not have any right to cancel a purchase for the supply of any of the following goods:
  - a) for the supply of goods, the price of which is dependent on fluctuations in the financial market which cannot be controlled by the retailer;
  - b) for the supply of goods made to your specifications or clearly personalized or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly;
  - c) If the expecting result didn't show up in/during estimated period, or the expectation is beyond a reasonable result;
  - d) If the shipment courier is delayed due to your domestic or international postage, or custom rules and regulations;
  - e) If the payment could not be completed due to bank tracing regulations and policies;
  - f) The estimated delivery time stated in any quotation is not binding on the Company.

UNGEX Pty Ltd will take all reasonable steps to ensure protection from loss, damages or destruction of services or materials it supplies to the client. However, the risk of loss or damage to the goods shall pass to the client upon delivery of the goods. UNGEX Pty. Ltd. will not be liable to the client for any loss or damage suffered by the client as a direct result of the company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the contract in the way agreed by reason of cause beyond its control (Force Majeure) e.g. Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

**5) Copyright**

Our website is our property. Our website includes copyright material, trademarks and registered trademarks which belong to us only. You can only use it to browse, purchase our products, get more information about Demodex mites or introduce the Care Plan to a friend or any other personal and non-commercial use.

The Client acknowledges that the rights to the Goods are owned by UNGEX Pty. Ltd. and that the Goods are protected by Australia copyright laws, international treaty provisions and all other applicable national laws.

**6) Other Conditions And Warranties Are Excluded**

We are not liable to you or any other person for any loss in connection with the use of our website or a linked website, or any products sold via our website. Unless expressly stated in these terms, all other implied conditions and warranties are excluded.

Where our liability cannot be excluded by law, our liability for any breach of such condition or warranty shall be limited, at our option and to the extent permitted by law to:

1. the replacement of the products or the supply of equivalent products, the repair of the products or the cost of replacing, repairing or acquiring equivalent products; or
2. The total purchase price paid for the products under these terms.

**7) Disclaimer**

We have done our best to ensure that the information provided on our website is accurate and up to date. However we do not make any representation or warranty as to the accuracy or completeness of the information and we do not guarantee that our website is free from errors or faults. We accept no liability for any such inaccuracies, errors or faults.

Care has been taken to ensure that the products and descriptions of them on this site are accurate. We do not, however, promise or represent that it is accurate or free from errors or omissions and we reserve the right to make any necessary corrections. You should enquire with us directly to ensure the accuracy and currency of the material you seek to rely upon.

Finally, we make no warranty that any product will meet your needs.

**8) Changes in these terms**

We may vary these terms or any information contained on our website at any time.

**9) Spam**

All our communication with you will be by email - notice of confirmation and receipt of your order, invoices and so on. You agree when you use this site and accept these terms that UNGEX Pty Ltd has permission to send you kinds of emails. We comply with the *Spam Act 2003 (Cth)*. If we send you promotional offers via email, you will be able to respond asking us not to send you offers and the like.

**10) Notices**

We will send you any notices by email to the address that you have provided. You will be deemed to have received a notice at the time that the email is sent. Please keep your email address information up to date.

**11) Assignment**

We may transfer all or part of our rights and obligations under these terms to our business partners or related bodies corporate such as the factories, chemist, lab test who are specialist in the relevant field.

**12) Applicable laws**

These terms are governed by the laws in force in laws of Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts.

**13) Notices**

All notices you send us must be sent to the contact details on our site [www.ungex.com.au](http://www.ungex.com.au) and/ or [info@ungex.com.au](mailto:info@ungex.com.au), [info@ungex.com](mailto:info@ungex.com) or [sales@ungex.com.au](mailto:sales@ungex.com.au). We may give notice to you at either the email or postal address you provide to us when making a purchase. [Notice will be deemed received and properly served 48 hours after an email is sent or three days after the date of posting of any letter.] In providing the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email that the email was sent to the specified email address of the addressee.

**14) Severability and Waiver.**

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable for any reason, then where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and in any other case, such provision must be severed from this Agreement in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

**15) Indemnity.**

You indemnify, defend and hold harmless Pioneer in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

- (a) Any breach of this Agreement by You;
- (b) Your negligent acts or omissions; or
- (c) Your use of the products, including any third party claims made in connection with, or arising out of it.

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(ABN 51 168 075 885)

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