



## Terms of Use

### AGREEMENT BETWEEN USER AND NAGS

Your use of the "MYNAGS" catalogue and ordering system constitutes your agreement to be bound by these terms and conditions of use ("Terms of Use"). If you do not agree to these Terms of Use, please do not use the site. NAGS reserves the right to change the Terms of Use at any time without notice.

Any changes to the Terms of Use or Privacy Policy will be posted on our web page.

#### 1. DEFINITION

**MYNAGS** is a web site designed and provided by NAGS offering online services for the benefit of NAGS' selected customers for services including online catalogue, ordering and account history.

**NAGS** means National Auto Glass Supplies (Australia) Pty Ltd and its related entities, trading as National Auto Glass Supplies, ABN 81 484 098 249, registered office is at 1A Jindalee Place, Riverwood, NSW 2210, Australia.

**You** and **your** means the user of MYNAGS.

**Our**, **us** and **we** means NAGS and its related entities.

#### 2. YOUR ACCOUNT

NAGS will provide you and your nominated users with access to the online catalogue, ordering and account history via MYNAGS. You and your nominated users can access MYNAGS by setting up a user account ("Account") and NAGS will set the login details for your Account. The Account will enable you and the nominated users to search the catalogue and place orders against your normal trading account with NAGS (as provided in "Account Details" above). All orders and purchases placed via MYNAGS will be recorded on the normal trading account with NAGS. The price (including the currency) payable for the products ordered will be determined based on the separate pricing agreement you have with NAGS. If you choose to permit your nominated user(s) to view the Account History information, then all the details regarding invoices, credit notes, month-end statements and pricing will be available to that nominated user as per your request.

You are solely responsible for maintaining the confidentiality and security of your Account login and for all activities that occur on or through your Account, and you agree and undertake to immediately notify NAGS of any security breach of your Account. In the event of your nominated user's termination of employment with your business, you are responsible to report to NAGS in order to remove the person/s from accessing your Account by MYNAGS. NAGS shall not be responsible for any losses arising out of any unauthorized use of your Account.

We will endeavour to do our best to keep your Account data accurate and up-to-date to the extent possible. You represent and warrant that the information you supply to us is correct and complete. If your information changes (including, but not limited to, a change in your email address, contact details), you must notify us of those changes immediately so that we can keep your records up-to-date. We will retain the data about you only so long as reasonably required and considered necessary by NAGS.

You shall indemnify NAGS against any harm or damages that result from any provision of false or incorrect information by you.

#### 3. ELECTRONIC CONTRACTING

By using MYNAGS service, you are able to enter into sales agreements and /or to make transactions electronically.

By placing an electronic order via MYNAGS, you acknowledge and agree that NAGS Standard terms and Conditions of sale will apply. The NAGS Standard terms and Conditions of sale as agreed to by every customer of NAGS prior to establishing a trading account with NAGS. Matters such as refund, exchange, shipping/delivery arrangement, time of delivery and payment terms shall be based on the NAGS Standard terms and Conditions of sale and any other agreement NAGS has with you. If required, a copy of the standard Terms and Conditions can be obtained from contacting the Credit Controller at NAGS on (02) 9584 9288.



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YOU ACKNOWLEDGE AND AGREE THAT YOUR ORDER AND PURCHASE MADE VIA MYNAGS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR THE PRODUCTS ORDERED/PURCHASED VIA MYNAGS. THE TERMS OF SALE FOR PRODUCTS ORDERED BY YOU VIA MYNAGS SHALL BE BOUND BY THE NAGS STANDARD TERMS AND CONDITIONS OF SALE AND ANY SEPARATE PRICING AGREEMENT YOU HAVE WITH NAGS. THIS APPLIES TO ALL TRANSACTIONS YOU MAKE ON MYNAGS.

NAGS RESERVES THE RIGHT TO VARY AND/OR CANCEL THE ORDER(S) YOU PLACE VIA MYNAGS DEPENDING ON THE AVAILABILITY OF THE STOCKS REQUESTED.

In order to access and retain your electronic records, you may be required to have certain hardware and software, which are solely your responsibility.

### **4. INTELLECTUAL PROPERTY**

All material contained herein are copyright protected and are owned by NAGS. All rights reserved. Any duplication, in whole or in part and by any means, electronic or otherwise, is strictly prohibited.

You agree that MYNAGS (including but not limited to NAGS Products, product numbers, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement MYNAGS) contains proprietary information and material that is owned by NAGS and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use these information or materials in any way whatsoever except for use of the MYNAGS in accordance with the Terms of Use. No portion of the MYNAGS may be reproduced in any form or by any means, except as expressly permitted by NAGS. Except to the extent that applicable laws prevent NAGS restraining you from doing so, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the MYNAGS in any manner, and you shall not exploit MYNAGS in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Terms of Use, NAGS and its licensors reserve the right to change, suspend, remove, or disable access to any NAGS Products, content, or other materials comprising a part of the NAGS service at any time without notice. In no event will NAGS be liable for making these changes. NAGS may also impose limits on the use of or access to certain features or portions of MYNAGS in its absolute discretion.

All copyrights in MYNAGS (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by NAGS and/or its licensors, who reserve all their rights in law and equity. UNPERMITTED USE OF THE MYNAGS OR ANY PART OF THE NAGS SERVICE IS STRICTLY PROHIBITED AND ANY INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES.

NAGS, the NAGS logo, MYNAGS, and other NAGS trademarks, service marks, graphics, and logos used in connection with the MYNAGS Service are trademarks or registered trademarks of NAGS and/or NATIONAL AUTO GLASS SUPPLIES in the AUSTRALIA AND NEW ZEALAND and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with MYNAGS may be the trademarks of their respective owners. You are granted no right or licence with respect to any of the aforesaid trademarks and any use of such trademarks.

### **5. DISCLAIMER: NAGS and Mitchell International, Inc**

It is expressly disclosed that the trade mark used by NAGS and by Mitchell International, Inc. a Delaware Corporation are similar in appearance. The companies are independent and not related. MYNAGS contains products and services that are supplied exclusively by NAGS which must not be confused with catalogue or product lists published by Mitchell International, Inc a Delaware Corporation.

### **6. STOCK AVAILABILITY**

The stock availability data on MYNAGS is updated every 24 hours. Although NAGS endeavours to keep MYNAGS as up to date and accurate as possible, any order placed via the MYNAGS system is subject to the actual availability of the stock. NAGS cannot guarantee that all products displayed on this website or in our catalogue will be in stock and available for sale in all our branches.



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For urgent orders, especially immediate availability of the stock is required, you must check with your local branch for more accurate stock availability. If the products ordered by you on MYNAGS is out of stock or NAGS is unable to supply the requested products, NAGS reserves the right to cancel the order and refuse supply of the ordered products.

### **7. ACCOUNT HISTORY**

MYNAGS is able to provide limited access to your trading account details. The details may include sales invoices, credit notes and monthly statements. This information is provided to the Account holders as an added benefit to the users of MYNAGS. The information contained in the Account History will be updated every 24 hours. You are advised to limit the access to this information to key strategic users only such as Shareholders or Directors or other senior members of your organisation. NAGS will not be responsible for any losses incurred as a result of access and unauthorised use of information within the Account History. In the event of your nominated user's termination of employment with your business, you are responsible to request NAGS to remove the person/s from accessing your account on a timely basis.

### **8. ACCURACY OF DATA**

Whilst every effort has been made to ensure accuracy of the information in this website, product availability, pricing and other various product specifications may be subject to change in the future. These changes are made as and when required and without notice.

### **9. PRODUCT PRICING**

The pricing of all products are determined by NAGS. The MYNAGS on-line catalogue contains categories or list prices for each product available for sale. The actual pricing of the products is based on each customer's price agreement with NAGS. If any price is stated on MYNAGS, it is for general reference purpose and it is not a warranty nor guarantee for price. The actual price payable by the user is dependent on the price agreement the user has with NAGS when setting up the account with NAGS. If you have any doubt about the price payable for the products, please contact your local branch or NAGS head office.

NAGS reserves the right to change the category, list prices and all other pricing related information of each of its products at any time. Where such changes occur, NAGS will not provide any notice of the changes that have been made.

### **10. GOODS & SERVICES (G.S.T.) AND OTHER TAXES**

All prices quoted in this website include G.S.T.

G.S.T. will be applied upon the purchase of our products at the applicable statutory rate (i.e. 10% for Australian customers, or 15% for New Zealand customers) in accordance with the law.

You are responsible for any taxes, duties or other liabilities imposed by any governmental agency, including without limitation, any customs duty, goods and services taxes or any value added tax imposed on any products or services acquired or ordered by you from this website.

### **11. LIMITATION OF LIABILITY**

Except as specifically stated on this site, neither NAGS nor any of its officers, directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

### **12. LINKS**

This web site is linked to other web sites which are not under the control of and are not maintained by NAGS. NAGS is not responsible for the content of those sites. MYNAGS is providing these links to you only as an advertisement, convenience, and the inclusion of any link to such sites does not imply endorsement by NAGS of those sites. NAGS reserves the right to add or remove links to other web sites at its sole discretion.



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### **13. TERMINATION**

If you fail, or if NAGS suspects on reasonable grounds that you have failed, to comply with any of the provisions of this Terms of use, NAGS may at its absolute discretion, without notice: (i) terminate/cancel your MYNAGS Account; (ii) cancel any order you have made via the MYNAGS system; or (iii) refuse supply of the products ordered. Even if NAGS exercises the rights contained herein, you remain liable for all amounts due under your Account up to and including the date of termination.

### **14. Disclaimer**

NAGS IS PROVIDING MYNAGS (INCLUDING THE CONTENTS) ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. NAGS DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES INCLUDING FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND USE OF SERVICES FOR A PARTICULAR PURPOSE. IN ADDITION, NAGS DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA MYNAGS IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. SHOULD YOU HAVE ANY DOUBT OR QUESTION, PLEASE CONTACT YOUR LOCAL BRANCH OR THE NAGS HEAD OFFICE.

### **15. PRIVACY POLICY**

Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices used at this MY NAGS site.

### **16. GATHERING PERSONAL INFORMATION**

MYNAGS might gather some personal information specific to participating in marketing campaigns. The information requested may include contact and demographic information. Information you supply is voluntary and will relate to the relationship NAGS has with you or your organization and will be only requested to the extent it is necessary to provide the services you have requested. NAGS may also log IP addresses and phone numbers to analyse trends, administer the site, track visitor movements, and gather broad demographic information for aggregate use; provided, that such use is for internal purposes of NAGS or its affiliates or partners only.

### **17. USING PERSONAL INFORMATION**

If you do choose to give us personal information related to participating or not participating in marketing campaigns we will let you know how it will be used. For instance, we may use the data to make our services more relevant to you or to notify you of information and offers you may be interested in. You should be informed that when you sign-up or use any of our services we may use information about who you are, where and when you respond to NAGS promotions, where your wireless device is located, and how you use our network, or other information as described in this Terms of Use.

### **18. SHARING PERSONAL INFORMATION**

NAGS may share aggregated, non-personal, non-individual information collectively with its marketing partners for research purposes only. We will not share individual information regarding transactions or participation in promotional programs with any third party. We will not sell or disclose your personal information to third parties without your consent or as otherwise provided in this Terms of Use.

### **19. COOKIES/CACHE**

A cookie/Cache is a piece of data stored on the user's hard drive containing information about the user. Some of MYNAGS' web pages may use cookies or other technologies so that they can better serve you when you return to their site. Usage of a cookie is in no way linked to any personally identifiable information while on their site.

### **20. CONSENT**

NAGS reserve the right to disclose any and all pertinent customer information to law enforcement or other government officials if required by law.



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### **21. SECURITY**

To help prevent unauthorized access or disclosure of visitors' information, maintain data accuracy, and to help with the appropriate use of the information, NAGS has put in place reasonable physical, electronic, and managerial procedures on MYNAGS to protect the information we collect from the site and participation in our mobile promotions. These procedures are designed to provide:

- Security of our service (e.g. firewalls, anti-virus software, etc).
- Protection of subscriber data that we maintain.
- Protection from fraudulently benefiting from the participation in promotions and contests.
- Protection from receiving unwanted messages.

You should use appropriate and up-to-date firewall and anti-virus software to protect your computer systems.

### **22. YOUR ACCEPTANCE**

By using the MYNAGS website, you signify your understanding and acceptance of these Terms of Use and Privacy Statement. If we decide to change our term of use or privacy policy, we will post those changes on MYNAGS terms of use and privacy documentation so you are always aware of the terms of use, what information we collect, how we use it, and under which circumstances, if any, we disclose it. Your continued usage of the MYNAGS will be deemed acceptance thereof.

If you have any questions about the Terms of Use or about MYNAGS, please contact us via email at [mynags@nags.com.au](mailto:mynags@nags.com.au) or direct your mail to "Terms and Privacy, NAGS IT Department" at:

**National Auto Glass Supplies**

1A Jindalee Place, Riverwood, 2210 NSW.