



MyNAGS Terms & Conditions of Use

1. In this MyNAGS Terms & Conditions of Use, unless the subject matter determines otherwise:
 - (i) **NAGS** or **National Auto Glass Supplies** or **our** or **us** or **we** means:
 - a. "National Auto Glass Supplies Australasia Pty Ltd" (ABN 36 662 932 747) and its executors, administrators, successors and permitted assigns in the Australia market; and
 - b. NAGS (New Zealand) Limited (Company No. 1795419 / GST No. 127-527-475) and its executors, administrators, successors and permitted assigns in the New Zealand market;
 - (ii) **Customer** or **you** or **your** means the person or entity who purchases Goods from NAGS regardless of whether the person or entity has completed any account application form with NAGS and includes the Customer and Customer's employees, authorised person and user who have access to NAGS' online ordering portal;
 - (iii) **NAGS' online ordering portal** or **MyNAGS** mean the order platform/portal/app/software/website and any other digital and online method or format that NAGS allows the Customer access to make purchase or do product search from NAGS;
 - (iv) The singular includes the plural and vice versa and any gender includes any other gender;
 - (v) An expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity; and
 - (vi) A reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof.
1. MyNAGS is an online portal designed and provided by NAGS for the benefit of approved NAGS customers allowing NAGS' customers to view, order, check product information and access account details. The number of features and/or functionalities available under MyNAGS is under the absolute control of NAGS and may be reviewed or changed from time to time in NAGS' absolute discretion. NAGS may provide MyNAGS access via different mediums or mechanisms. Depending on the country/region/market, NAGS may use and design different versions of MyNAGS.
2. NAGS may in its absolute discretion to make whatsoever changes, adjustment or removal of the features or functions in MyNAGS.
3. From time to time, NAGS may introduce new feature(s) to MyNAGS to improve user experiences (e.g., user notes feature). We do not recommend you store any sensitive information in MyNAGS. NAGS does not warrant and will not be held liable or responsible in any way for any loss of any data/info/notes you may choose to save/store in MyNAGS.
4. NAGS has the absolute discretion to decide whether to grant MyNAGS access to you, allowed user numbers or available features. NAGS may refuse to grant MyNAGS access, cancel, remove, or block any user at any time in as it sees fit.
5. MyNAGS Terms & Conditions of Use, NAGS' Terms and Conditions of Sale, and any other agreement NAGS has with you:
 - (i) By using MyNAGS (either to search product, place order or access your account information), it automatically constitutes your acceptance and agreement to be bound by MyNAGS Terms & Conditions of Use, NAGS' Terms and Conditions of Sale and any other agreement NAGS has with you, as may be updated by us from time to time. If you do not agree to be bound, please do not use MyNAGS and notify us immediately.
 - (ii) NAGS reserves the right to change the MyNAGS Terms & Conditions of Use at any time without notice. The latest version of MyNAGS Terms & Conditions of Use can be found at the MyNAGS website or you may contact us to request for a copy. The NAGS' Terms and Conditions of Sale is available at our official website, MyNAGS or can be supplied on request.
6. Product information and pricing
 - (i) Due to capacity limitation, MyNAGS is not pulling live data from the NAGS main system and there is a time gap for information update. As the result, there may be stock or pricing detail discrepancies. Should there be any discrepancies between the price shown in MyNAGS and on NAGS invoice, the price shown on the NAGS invoice prevail.
 - (ii) 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 in MyNAGS will be in stock and available for sale in our branch.
 - (iii) For urgent orders where immediate availability of the stock is required, you must check with the NAGS local branch for more accurate stock availability.
 - (iv) NAGS has the right to vary or reject the order you have placed via MyNAGS.
 - (v) The pricing of all products is determined by NAGS. MyNAGS may provide product categories, list prices, or invoice price depending on the user access level setting.



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- (vi) The invoice pricing of the products is based on each customer's price set by NAGS. If any price is shown on MyNAGS, it is for reference purpose and it is not a warranty nor guarantee of price. The invoice price payable by the user will be calculated based on the pricing structure set by NAGS. If you have any doubt about the price payable for the products, please contact our local branch servicing your account or our State Manager in your State.
- (vii) 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.
- (viii) We reserve the right to change or update product description, category, list price and all other pricing related information at any time. Where such changes occur, NAGS will not provide any notice of the changes that have been made.

7. Your responsibility

- (i) It is important to note that MyNAGS access may view NAGS product catalogue, place order on your account, view price details, view account documents (such as invoices, credit notes and statements) and other documents NAGS may make available in MyNAGS in the future viewing. The information provided is updated every 24 hours. If you allow non-account owner (e.g., staff, employees, contractors etc.) to have MyNAGS access to your account, you bear the full responsibility for the consequences. It is important that you carefully decide what level of access you would grant to your user. NAGS bears no responsibility for any unauthorised use of your account by your user.
- (ii) You are responsible for all activities that occur on or through MyNAGS to your account including conducts or activities of your user.
- (iii) You bear the sole responsibility of maintaining the confidentiality and security of MyNAGS access to your account with NAGS. Each MyNAGS login setup is for the designated user and the designated user must not share the log in details with any other person.
- (iv) You must immediately notify NAGS of any security breach of your account or computer system. You agree that NAGS is not responsible for any losses arising out of the unauthorised use of MyNAGS by your user or due to security breach not at NAGS' fault. You will indemnify and keep NAGS indemnified against all claims for any loss and damages suffered by NAGS as the result of your use of MyNAGS or as the result of any security breach caused or contributed by you.
- (v) You take full responsibility for the confidentiality and security of your account with NAGS.
- (vi) Should you wish to cancel or remove any user from MyNAGS access, you must notify NAGS in writing or by email (MyNAGS@nags.com.au). At least 48 business hours' notice is required for NAGS to process the request and update the system. NAGS is not responsible or liable for any loss or damages should you fail to cancel or remove the user from having access to MyNAGS. Should NAGS allows you to direct add/remove/manage user in MyNAGS, you are responsible any changes or authorities you made in MyNAGS. You must ensure you have received a confirmation email or other written confirmation from NAGS confirming your change request has been completed to avoid any miscommunication or error.
- (vii) All orders and purchases placed via MyNAGS will be recorded and charged to you. The price payable for the products ordered will be determined based on the pricing NAGS has set on your account with NAGS or based on the selling price set by NAGS. GST will be applied upon the purchase of our products at the applicable statutory rate (for example, 10% for Australian customers or 15% for New Zealand customers) in accordance with the law.
- (viii) 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 MyNAGS.

8. Intellectual property

- (i) All materials contained in MyNAGS are copyright protected and are owned by NAGS. All rights reserved.
- (ii) Any duplication, in whole or in part and by any means, electronic or otherwise, is strictly prohibited.
- (iii) 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 materials that are owned by NAGS and is protected by all applicable intellectual property and other laws.
- (iv) You warrant and covenant with NAGS that you will not use these information or materials in any way whatsoever except for the purpose of placing order with NAGS. 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 share, 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 unauthorised way whatsoever.



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- (v) NAGS 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.
- (vi) Any NAGS logo, MyNAGS logo, NAGS trade mark, service mark, graphic and any other logo used in connection with MyNAGS are belongs to NAGS whether or not registered. Other trade mark, service mark, graphic, and logo used in connection with MyNAGS may be the trade mark of their respective owners. You are granted no right or licence with respect to any of the aforesaid trade mark and any use of such trade mark.
- (vii) Unauthorised use or exploitation of NAGS' intellectual property may be result in legal actions for damages and or other sanctions allowed under law.

9. Termination

We may at our absolute discretion, without notice: terminate/cancel your MyNAGS access; cancel any order you have made via the MyNAGS; or refuse supply of the products ordered. Even if we exercise the rights contained herein, you remain to be liable for all monies owed and payable to NAGS under your account with NAGS.

10. NAGS may in its absolute discretion assign, transfer, novate, and otherwise deal in any manner with, all or any part of the right, benefit and obligation under this *MyNAGS Terms & Conditions of Use* without the consent of the Customer; whereas the Customer cannot assign, transfer, novate and otherwise deal in any manner with, all or any part of the right, benefit and obligation under this *MyNAGS Terms & Conditions of Use* without the consent of of NAGS.

11. Linked Sites

- (i) MyNAGS may contain links to other websites ('Linked Sites') for advertising or general information, and the inclusion of any Linked Sites does not imply endorsement by NAGS of those sites. If MyNAGS provides Linked Sites, the links are not under the control of and are not maintained by NAGS. NAGS is not responsible for the content of those sites.
- (ii) Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.
- (iii) NAGS reserves the right to add or remove Linked Sites in its discretion.

12. Prohibitions

- (i) You must not misuse this Website. You will not:
 - a. commit or encourage a criminal offence;
 - b. transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - c. hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - d. infringe upon the rights of any other person's proprietary rights;
 - e. send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - f. attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching this provision would constitute a criminal offense and NAGS will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- (ii) NAGS will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of MyNAGS or to your downloading of any material posted on it, or on any Linked Sites.

13. Disclaimers

- (i) NAGS is providing MyNAGS on an 'as is' basis and makes no representations or warranties of any kind with respect to the site or its contents. We disclaim all such representations and warranties, for example, warranties of merchantability or use of services for a particular purpose.
- (ii) Product, price and stock availability information are subject to change without notice. Should you have any doubt or question, please contact any of the NAGS branch servicing your account.

14. Limitation of liability

- (i) Except as specifically stated and confirmed in writing, 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 MyNAGS. 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.
- (ii) NAGS will not be liable if for any reason that MyNAGS is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of MyNAGS.
- (iii) To the fullest extent permitted by law NAGS hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive



or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of MyNAGS or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

15. Disclaimer as to ownership of trade mark, images of personalities and third-party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade mark and content, services and/or locations featured on MyNAGS are in no way associated, linked, or affiliated with NAGS and you should not rely on the existence of such a connection or affiliation. Any trade mark/name featured on MyNAGS are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to NAGS.

16. Indemnity

You agree to indemnify, defend and hold harmless NAGS, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of MyNAGS or your breach of the MyNAGS Terms & Conditions of Use.

17. Privacy, personal information, cookies/cache, and security

- (i) We will endeavour 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. You shall indemnify and keep NAGS indemnified against any harm or damages that result from any provision of false or incorrect information by you.
- (ii) Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices used at this MyNAGS site.
- (iii) We gather personal information through MyNAGS website. The information collected may include contact and demographic information. Information you supply is voluntary and will relate to the relationship NAGS has with you or your organisation. 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.
- (iv) 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 MyNAGS Terms & Conditions of Use.
- (v) If you have any concern about the information collected through MyNAGS, please cease using the site immediately.
- (vi) NAGS reserve the right to disclose any and all pertinent customer information to law enforcement or other government officials if required by law.
- (vii) 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.
- (viii) You should use appropriate and up-to-date firewall and anti-virus software to protect your computer systems.

18. DISCLAIMER: NAGS and Mitchell International, Inc

It is expressly disclosed that the trademark 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.

19. Invalidity

If any part of the MyNAGS Terms & Conditions of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the MyNAGS Terms & Conditions of Use will not be affected and all other clauses remain in full force and effect. So far as possible, where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

20. For Customer in the Australia market, the MyNAGS Terms & Conditions of Use are governed by the laws in force in Australia; and for Customer in the New Zealand market, the MyNAGS Terms & Conditions of Use are governed by the laws in force in New Zealand. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.