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Terms & Conditions

■ Glass Central – Glazing Management Software

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

Mystic Enterprises Pty Ltd ACN 113 971 145 trading as Glass Central of 12 Hardwicke Street Riverwood NSW 2210 ("Glass Central") offers the following Software Licence Use and/or Glass Central to you on the terms and conditions set out below in respect of the software described in the Glass Central Order Form completed by you.

1. Technical Support.

Technical support, except in the case of 30 Days free support being listed on the order form, is not included in the sale price. Technical support is available at an additional charge of \$200.00 for 3 month support plan, \$350.00 for 6 month support plan or \$600 for 12 month support plan. Please check with Glass Central for the details of the support plans and the latest prices or visit www.glasscentral.com.au. On weekends technical support is not available. Technical support is provided through a help line. You also should be aware that technical support is to answer technical queries concerning Glass Central Software. Our technical support consultants are not available to you to provide general business advice or to train you (it is assumed that you will be reasonably familiar through the use of the Installation Guide and User Guide provided) or to resolve any networking or interface computing or IT problems that you may have. You agree that the determination of the nature of your query for these purposes may be made by our technical support consultants.

2. Software Upgrade.

By purchasing the Glass Central Software you will be advised of any upgrades of the Software in writing or through our marketing department when an upgrade becomes available. The Software upgrades are charged additionally and independently to the Glass Central Software. Pricing is determined once the upgrade is complete and ready for sale. Glass Central does not warrant that there will be any upgrades of the Software and the timing of the upgrade. Nothing in these terms and conditions affects any software licence agreement you may be required to enter into to take advantage of the upgrade of the Software. Visit www.glasscentral.com.au for further information and availability of Software upgrades.

3. Term of use.

The term of your use is for the Licence to use the Software as directed by Mystic Enterprises Pty Ltd. Use commences from when we receive payment of the Software price as cleared funds or accept your credit card authorisation for payment of the same. Licence for use of the Software may be terminated by us if it is deemed you have fraudulently used to Software for any other purpose than it is intended for use.

4. Software Price.

The Software price for Glass Central is shown on Order Form or will be issued by our Sales Department. Pricing stated includes GST and is subject to change without notice. Please check with Glass Central for latest prices or visit www.glasscentral.com.au. Subject to clause 8, the Software price is non-refundable where you complete the Order Form and pay via our web site or by mailing a signed Order Form to Glass Central. Shortly prior to the conclusion of each sale, an invoice will be forwarded to you for the cost of the Software purchased at the price then applicable for the Software. In the event that you choose to withdraw from the Purchase that has already been processed by Glass Central, of the Software, Upgrade or Support, any refunds will be up to the discretion of Glass Central.

5. Personal Information.

Glass Central will not use or disclose any information about you, without your consent unless: required by law; where we believe it is reasonably necessary in order to provide requested products or services to you; or to protect the rights or property of Glass Central or one of its affiliates. You consent to Glass Central, or a third party who is authorised by Glass Central, contacting you by e-mail (or other means) in connection with the Glass Central Software or any services or products that may be offered from time to time to members. If you do not wish to receive promotional e-mails you may unsubscribe by following the directions in such e-mail or (if there are none) by contacting Glass Central support. We will use reasonable endeavours to act on any such request from you within a reasonable time. or as required by law.

6. Limitation of Liability.

Except as set out in these terms and conditions, we make no express warranties or representations in connection with the supply of technical support or upgrades of the Nominated Software. Subject to overriding legislation (see below), we: exclude all implied warranties and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for purpose or otherwise; limit our liability under or in connection with these terms and conditions (however arising, whether contract, tort or otherwise) at our option to one of the following (as applicable): supplying the relevant services again; or payment of the costs of having the relevant services supplied again; replacement of the relevant goods or the supply of equivalent goods; the repair of the relevant goods; the payment of the cost of replacing the relevant goods or acquiring equivalent goods; or the payment of the cost of having the relevant goods repaired; will not be liable for any loss of profit, indirect, consequential or incidental loss, damage or injury under or in connection with these terms and conditions. Nothing in these terms and conditions will exclude, restrict or modify any rights or remedies which you may have under applicable Australian legislation including the Trade Practices Act 1974 (Cth) or the States and Territories' Fair Trading legislation which under such laws cannot be excluded, restricted or modified by agreement. In relation to any supplies of upgrades to Nominated Software, liability is limited in accordance with the terms of the applicable software licence agreement. If there is a physical defect in the CD-ROM upon which the upgrade of Nominated Software is stored and the software licence agreement gives you a right to return such CD-ROM for a replacement within a time period from the date of purchase, Glass Central will honour that commitment for the time period but commencing from the date of delivery to you. Any requirement in such software licence agreement to provide proof of purchase when returning a faulty CD-ROM will not be applicable. In the event that there is any other inconsistency with such software licence agreement and these terms and conditions, the software licence agreement will prevail.

7. Trade Marks.

GLASS CENTRAL is a registered trade mark of Mystic Enterprises Pty Ltd, displayed with permission, application pending

8. Cooling-Off Period.

In the event that you have already purchased Glass Central without having viewed these terms and conditions, Glass Central grants to you a cooling-off period as provided in this clause 8. If you do not agree with these terms and conditions, you may cancel your purchase but you must notify Glass Central in writing of such cancellation within 1 day of receipt of these terms and conditions. If a Licence has already been issued to you then this Cooling-Off Period does not apply. Any upgrades which are provided to you before cancellation of your purchase will be charged to you at Glass Central's prevailing rates and deducted from the purchase fee you have paid and any balance will be refunded to you.

9. Governing Law.

These terms and conditions are governed by the laws of New South Wales and both parties submit to the non-exclusive jurisdiction of the courts of this State.

10. Communications.

From time to time as part of the products and services that are available to you as a Licence User to the Glass Central Software you will receive e-mails from Glass Central. For example: notice of an upgrade to the software or notice of updates. You consent to receive such e-mails unless you specifically request Glass Central not to send you the e-mails.

11. Activation and De-Activation

Once you have been issued with an Activation Code (per Licence purchased) and for whatever reason deemed acceptable by Glass Central, need to De-Activate this code to "re-install" Glass Central Software on a different computer, a De-Activation key will be issued to you. Once confirmation of De-Activation has taken place, a new Activation key will be issued to you for the use of the same Licence. The cost of issuing a new Activation key under this Clause 11 is \$265.00 (Inc.GST). You are only eligible to use this facility once. For any further need to De-Activate or Activate, this Clause 11 is not eligible to you and a new Licence will need to be purchased at the price stated at that time.

12. Ownership of Software

Glass Central Software is wholly owned by Mystic Enterprises Pty Ltd. The user installation is based on the licence agreement issued with Glass Central.

13. Transfer of SOFTWARE

No client may sell, rent, sublicense, lend, transmit, distribute, give, or otherwise convey or make available Glass Central or an interest therein to any unauthorised individual or entity.

14. Decompiling SOFTWARE

No client shall decompile, disassemble, re-use, or reverse-engineer any part or whole of Glass Central except in those rare circumstances in which Mystic Enterprises Pty Ltd expressly permits it.