

Purchase Terms & Conditions - microCloud

1. Acknowledgement and Acceptance

These Terms and Conditions govern your access and use of our website (located at <https://www.microcloudbedding.com.au/>) and related services including the ordering, purchase and delivery of products from our website (“**Terms**”).

By accessing and using our website, you are agreeing to these Terms and entering into a legally binding agreement with microCloud bedding, ABN 71 294 372 989 including its successors, assignees, associates and related bodies corporate (defined in the *Corporations Act 2001*), unless otherwise stated (“**microCloud**”, “**we**” or “**us**”).

By agreeing to these Terms, you warrant and represent to us that you have read, understand and agree to be bound by these Terms and that you have the right, authority and legal capacity to enter into a legally binding agreement and to abide by these Terms.

These Terms are to be read in conjunction with any other terms and conditions we provide or make available to you on our website or in relation to your specific purchase, including our [Website Terms and Conditions](#) and [Privacy Policy](#).

microCloud reserves the right to amend these Terms at any time and without notice to you and your continued use of our website after any amendment becomes effective constitutes an agreement by you to abide, and be bound by, the Terms, as so amended. You may access the most recent version of our Terms through the link provided on our website.

2. Obligations and Permissions

You agree that you are responsible for your access to and use of our website and for ensuring that any persons that may access the website through your internet connection is aware of and compliant with these Terms.

You represent and warrant to us that your use of our website will comply with all applicable laws and regulations in the governing jurisdiction of these Terms and in your State, Country and overseas wherever you access our website and otherwise where applicable and that you will not use our website for any activities that are unlawful or discriminatory, harmful to others, or for any activity that does or may violate the rights of others.

By providing your information to us through our website, you agree to allow microCloud to send you emails regarding microCloud, our website and our online and physical store, including any information regarding or relating to our products, and to deal with your information in accordance with our Privacy Policy.

3. Products

microCloud makes no representations in relation to medical claims regarding our products. Any medical or health conditions should be addressed by a licensed physician.

3.1. Product Images

Whilst we have made every attempt to show textures, appearances and colours of our products as accurately as possible on our website, product images may vary from the delivered product depending on your monitor, settings and computer equipment.

Unless otherwise stated, any additional products and accessories styled or shown in a product image are for display purposes only and are not included in the listed price. You must ensure that you carefully read the product title and description before purchasing anything from our website.

3.2. Product Availability

All orders are made subject to availability. Whilst we use our best efforts to ensure that products are available for delivery, there may be some circumstances where products are unavailable.

Where we cannot fulfil your order, or a part of your order, we will notify you within a reasonable time after you complete your order. Please note that we may need to reject your order or reject part of your order on this basis. If your order is rejected or cancelled, we will refund in full all amounts you have paid in respect of such unavailable product. Alternatively, we may contact you to advise you of a delay in restocking a particular product and delivery of your order and you may agree to proceed with your order on the basis of a delayed delivery date (or an alternative product).

We cannot provide rainchecks for products ordered online. In respect of any products, we reserve the right to limit the sale of products to reasonable or normal household quantities.

4. Pricing and Payment

4.1. Prices

Unless specified otherwise, prices displayed on our Website are shown in Australian dollars (AUD) and are inclusive of GST. You are responsible for any taxes, duties or other liabilities imposed by any government agency, including without limitation, any goods and services taxes or any value added tax imposed on any product or services acquired or ordered by you from this website.

Displayed pricing may not include delivery charges (if applicable). Such fees are estimated at check-out.

Prices of products, as well as delivery and any other charges displayed on our website are current at the time of issue, but may change at any time and are subject to availability.

4.2. Payment

Full payment for your purchase is required at the time of placing your order. Payment is charged/debited at the end of the complete check-out process.

We accept payment via Visa, Mastercard, and PayPal. You must comply with the applicable terms and conditions of these providers. We reserve the right to vary our accepted payment methods at any time without notice.

You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed, or if we, in our sole discretion, suspect that it has been paid for using any fraudulent or unlawful means, we may cancel the order.

5. Orders and Pre-Orders

5.1. Orders

Any order placed by you in the manner described in this website is an offer to purchase a particular product for the price (including the delivery and other charges and taxes) specified on this website at the time you place your order.

The products purchased under these Terms are intended for personal use only. You are not permitted to re-sell the products for commercial purposes.

microCloud reserves the right to:

- (a) accept or reject your order for any reason, including, without limitation, the unavailability of any product, an error in the price or the product description posted on this website, or an error in your order;
- (b) request identification from you, including photo ID or any other such documentation for verification purposes before we process your order;
- (c) cancel an order at any time, for any reason; or
- (d) restrict the quantity or total value of products available for purchase to each person or address.

Where we exercise the rights above, we will notify you by email and provide a refund of the purchase price where applicable.

6. Correction of Errors

While we take care to ensure that the content on our website is accurate and complete, there may be typographical errors, inaccuracies or oversights relating to a product description, product image, price, promotion, special offer or availability. We reserve the right to amend any typographical errors, inaccuracies or oversights and to correct or update content on the website or cancel orders at any time without prior notice where an error has occurred. If we cancel an order because of our error on the website, we will provide you with a full refund. If you believe that there is a typographical error, inaccuracy or oversight on this website please contact us.

7. Intellectual Property

All text, graphics, user interfaces, photographs, trademarks, logos, and artwork including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content contained on or in our website, whether or not registered (“**microCloud IP**”) are owned by, or licensed to microCloud, and are protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as permitted under relevant intellectual property laws, no part of our website or microCloud IP may be copied, reproduced, republished, performed/presented in public, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise (including further copying, recording, taping or by a storage and information retrieval system) without the specific prior written consent of microCloud.

microCloud grants you a limited, revocable, non-exclusive right to create a hyperlink to <https://www.microcloudbedding.com.au> or share microCloud IP via social media for the purpose of promoting microCloud or our products and services, provided that that authorship is attributed to us and the link or content does not attempt to mislead, defame or provide false information about microCloud or suggest any form of association, approval or endorsement by microCloud where none exists, or portray microCloud in a negative, derogatory, offensive, harassing, illegal or otherwise inappropriate manner. microCloud may revoke this licence at any time without notice.

This clause survives termination of these Terms.

8. Third-party Content

Our website may, from time to time, contain links to and from websites which are owned or operated by other parties, or contain embedded content hosted and controlled by third party providers. Our links to, and embedded content, of third parties do not constitute sponsorship, approval or endorsement of the content, policies, practices or services offered by those parties unless expressly stated by us in writing. Third party websites are governed by their own terms and conditions and privacy policies and we recommend that you make your own enquiries as to their terms. We are not responsible and do not accept any liability for any information on, or the privacy practices of, any third party websites, nor do we accept any responsibility for any loss or damage to you that may arise from your use of these third party websites.

9. Unauthorised Access and Malicious Content

microCloud does not represent that any information (including any file) obtained from or through the website is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses.

To the maximum extent permitted by law, microCloud will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), howsoever caused, and whether in contract, tort or otherwise, which may result directly or indirectly from any such information or by any malicious or harmful programs, scripts or technologies that may affect our website, system failures or any other harmful material that may infect your computer, device, programs, data or other proprietary material. You agree to release us from any such liability. To the extent that any liability may be imposed on microCloud, it shall be limited to the cost of re-supplying that information.

You must not attempt to, or actually, gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You agree that you will not cause harm to our website or services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our website, services or other users.

10. Limitation of Liability

To the maximum extent permitted by law, microCloud will not be liable for any losses or damages whatsoever (including for death, injury or illness), whether in contract, tort or otherwise, arising from the use of, or reliance on, information, comments or opinions contained on or obtained through our website.

To the maximum extent permitted by law, microCloud excludes all liability (including for negligence) to you or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data) arising from or in connection with any, use of the information on or access through our website including if for any reason our website is unavailable at any time or for any period.

microCloud will in no way be liable for the cost of procurement of substitute products or any loss resulting from any messages received or transactions entered into through the website or resulting from unauthorised access to or alteration of your transmissions or data or of any information contained on this website, including but not limited to, damages for loss of profits, use, data or other intangible, even if microCloud has been advised of the possibility of such damages.

You understand and agree that you are responsible for your own acts, omissions and negligence and if there are any consequences to your acts, omissions or negligence or as a result of your use of the website, that you will be responsible for those consequences.

microCloud will not be liable for any loss to you or any third party for a delay or failure to process your order or deliver your products for any reason.

Where any legislation implies in these Terms any term, condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms, however, the liability of microCloud for any breach of such term, condition or warranty shall be limited to the full extent of the law to any one or more of the following:

- (a) the replacement of the goods or supply of equivalent goods;
- (b) the repair of such goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods or a refund of the purchase price; or
- (d) the payment of the cost of having the goods repaired.

These Terms do not exclude any rights or remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified.

This clause survives termination of these Terms.

11. Disclaimer of Warranty

microCloud provides this website in good faith on an “as is” basis and use of any content of the website is at your own risk. While we aim to update our website regularly, neither microCloud, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the website. We reserve the right to restrict access to parts of our website or the entire website, or to change or withdraw any products, information or content featured on this website without notice.

To the extent permitted by law, including non-excludable statutory obligations, neither microCloud, nor any of its employees or agents will be liable or responsible in any way (including in negligence) for errors in, or omissions from, the information contained on this website. To the extent permitted by law, microCloud expressly disclaims all warranties of any kind unless expressly stated on this Website or unless implied or required under the Australian Consumer Law.

This clause survives termination of these Terms.

12. Release and Indemnity

You agree to release and indemnify and hold microCloud and (as applicable) its affiliates, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, arising from or in relation to your use or access of the website, or a party acting on your behalf or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. This clause survives termination of these Terms.

13. General

- (a) **Waiver:** Any failure or delay by microCloud in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent microCloud from exercising that power or right or any other power or right. microCloud is not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of these Terms.
- (b) **Force majeure:** If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our reasonable control, we are relieved of that obligation to the extent and for the period that it we are unable to perform the obligation. You agree that microCloud will not be held liable for any delay or failure in performance of any part of our services to you.
- (c) **Assignment:** You must not assign any rights and obligations under these Terms whether in whole or in part without our prior written consent.
- (d) **Severability:** If any part of these Terms is determined by a court of competent jurisdiction, to be invalid or unenforceable, that part shall be severed from the Terms. Such invalidity does not affect the validity of the remaining provisions of these Terms. This clause survives termination of these Terms.
- (e) **Termination:** microCloud may terminate these Terms in its absolute discretion, at any time and without notice to you. If we terminate these Terms and you have placed an order, we may elect to cancel the order and refund any money paid or to fulfil the order.
- (f) **Relationship:** These Terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between microCloud and you or any other party unless expressly stated otherwise.
- (g) **Entire agreement:** These Terms and our Privacy Policy (incorporated by these Terms), and any additional terms or policies you have agreed to, make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between these Terms and any additional Terms, the additional Terms will prevail. This clause survives termination of these Terms.
- (h) **Jurisdiction:** These Terms are governed by the laws of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria and its appellate courts. Although the website may be accessed throughout Australia and overseas, we make no representations or warranties that its content complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.