

Option1



TERMS AND CONDITIONS OF USE

1. About the Platform

- (a) **Welcome to Cento:** Cento (the 'platform') is a global supply chain management system that connects suppliers and importers worldwide. Our platform leverages blockchain technology to ensure secure and transparent transactions.
- (b) **Community and Technology:** Our platform hosts an international trade community, facilitating interactions between:
 - (i) parties providing products (Suppliers or Cento or we or us); and
 - (ii) parties receiving products (Buyers or you),

utilizing blockchain technology to safeguard transactions for Buyers and ensure efficient and secure product exports for Suppliers (collectively, 'Users').

- (c) **Platform Operation:** The platform is operated by Serendipity Pty Ltd (ACN 613 915 861) (trading as 'Cento Group'). Access to and use of the platform, along with any associated products and services, are provided by Cento. Please read these terms and conditions (the 'Terms') carefully. By using, browsing, or reading the platform, you acknowledge that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease using the platform and any of its services.
- (d) **Service Provision:** Cento functions solely as the operator of the platform, providing software, processes, and document templates for international trade (our 'Services').
- (e) **User Responsibility:** Each user is solely responsible for selecting the appropriate Buyer or Supplier for their needs. Users must determine whether another user is suitable for the required transaction and are solely responsible for interactions with other Users.
- (f) **Terms Updates:** Cento reserves the right to review and update the Terms periodically. When updates are made, Cento will make reasonable efforts to notify you. Any changes to the Terms take immediate effect from the date of publication.

2. Acceptance of the Terms

You agree to these Terms by registering for the Services, making any required payment under the Terms for use of the Services, or by clicking to accept the Terms through the user interface, where provided by Cento.

3. User Account

- (a) **Access to Services:** Users must register for an account (Account) through the platform to access the Services. Cento reserves the right to deny access to its Services at its sole discretion.
- (b) **Registration and Acceptance:** By registering for an Account on our platform, you agree to the membership terms and conditions by clicking 'I accept' in the user interface. Clicking the 'register' button confirms your agreement to our Terms and Privacy Policy, accessible through

our interface, indicating that you have read, understood, and accepted these documents.

- (c) **Registration Data:** As part of the registration process or continued use of the Services, you may need to provide personal information, including:
 - (i) Email address (ii) Preferred user name (iii) Mailing address (iv) Telephone number (v) Password (vi) ABN (Registration Data)
- (d) **Accuracy of Information:** You warrant that all information provided to Cento during registration and throughout your Account's duration is accurate, correct, and up to date.
- (e) **Verification:** Cento reserves the right to verify and accept Users in its sole discretion and may conduct additional inquiries to confirm identity and background.
- (f) **Maintenance of Information:** Users are responsible for keeping their Registration Data and contact information accurate and current.
- (g) **Eligibility:** You may not use the Services or accept the Terms if:
 - (i) you are not legally capable of forming a binding contract with Cento; (ii) you lack legal standing or authorization; (iii) you are prohibited by Australian law or local laws from receiving the Services.
- (h) **Electronic Consent:** By using the platform, users explicitly consent to Cento electronically storing Registration Data and any materials or information submitted through the platform.

4. Role of Cento

- (a) Cento serves as an service provider, product provider and process management platform. Subscription fees are paid for access to the platform and the support services provided by Cento within it.
- (b) Users acknowledge that Cento's primary function is to introduce Users to each other. Users agree that Cento is not liable for and assume sole responsibility and risk regarding which Users they choose to engage with, and any communications, interactions, disputes, transactions, or liabilities arising between Users.
- (c) Users agree that:
 - (i) Cento will not be liable to any person in relation to the offer for sale or supply of any products or services advertised on the platform, including any resulting loss or liability;
 - (ii) Cento is not responsible for enforcing any contractual obligations arising from transactions between Users and has no obligation to mediate disputes between parties;
 - (iii) Cento is not responsible for the accuracy of information or content provided by Users on the platform;
 - (iv) Cento cannot be held responsible for the actions, omissions, or representations of Users, whether on or off the platform;
 - (v) Cento cannot guarantee the truth, accuracy, completeness, currency, or lack of deception in any information provided by Users.

5. Verification and compliance with Import Regulations

- (a) **Buyer's Responsibility:** The Buyer is solely responsible for verifying that the Products are legally eligible for import into Australia.
- (b) **Liability for Customs Delays:** Cento shall not be held liable for any orders that are delayed or impeded at customs.
- (c) **Consultation with Customs Broker:** Before finalizing a purchase order, the Buyer must

consult with a customs broker to ensure compliance with all relevant import regulations.

- (d) **Supplier Verification:** All Suppliers must undergo a verification process before they can accept purchase orders on the platform. This verification is included in the Supplier subscription fee or can be purchased as a one-time service for a single order.

6. Your obligations as a User

As a User, you agree to adhere to the following:

- (a) you will not share your profile with any other person;
- (b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you are solely responsible for protecting the confidentiality of your password and/or email address. Any use of your password by another person may result in immediate cancellation of the Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to promptly notify Cento of any unauthorised use of your password or email address or any breach of security you become aware of;
- (e) you must not impersonate another user or use another's user's profile or password at any time, either explicitly or implicitly;
- (e) if an Account shows signs of suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, misleading, not current, out-of-date or incomplete, Cento may suspend, cancel or edit the Account.
- (f) any content that you broadcast, publish, upload, transmit, post or distribute on the platform (**Your Content**) must be accurate, correct and up-to-date and you will maintain reasonable records of Your Content;
- (g) you must not harass, impersonate, stalk, or threaten another user of the platform when interaction with other users is available;
- (h) access and use of the Platform is limited and non-transferable and is provided solely for providing users with the Services;
- (i) you will not use the Services or the platform for any commercial endeavours specifically endorsed or approved by Cento;
- (j) you will not use the Services or platform for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the platform;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from user profiles without notice and may result in termination of the Services. Cento reserves the to take appropriate legal action against any illegal or unauthorised use of the platform; and
- (l) you acknowledge and agree that any automated use of the platform or its Services is prohibited.

7. Legal obligations of Users

You are solely responsible for and must comply with all the various legal obligations that vary by jurisdiction when exporting and importing products internationally using the platform. You

and your affiliates shall comply with applicable laws and regulations in conducting your respective businesses including:

(a) Compliance with local export laws

Suppliers must adhere to the export control laws and regulations of their home country including as to arms regulation, trade restrictions and embargoes. Exporters must ensure they are not transacting with countries, entities or individuals subject to sanctions, trade restrictions or embargoes.

(b) Customs regulations

(i) Declarations and documentation

Accurate customs declarations and the proper documentation must be provided for the exported products.

(ii) Tariffs and duties

Payment of applicable tariffs, duties and taxes.

(c) Regulatory compliance

User is responsible for complying with regulations that are specific to your industry when importing and exporting Products, for example, food products, chemicals, vehicle and automotive parts, electronics or pharmaceuticals.

(d) Product Health, Product Safety and Labelling/Packaging

You are required to ensure that all products exported or imported are tested, covering chemical, biological, and physical hazard assessments, and comply with all relevant health and safety laws and regulations, as well as product safety and quality standards of both the country of manufacture and the country of import, including applicable international standards. The exporting party must provide all necessary documentation and certifications, such as certificates of origin, safety data sheets (SDS), and quality assurance reports. It is the user's responsibility to ensure that products shipped include all required labelling (including safety alert labels), as well as operation, installation, maintenance, and safety manuals, in accordance with local and international standards. Users must also ensure compliance with labelling and packaging requirements in all relevant jurisdictions.

(e) Environmental Protection

Users shall comply with all applicable environmental laws, regulations, and standards of importing and exporting jurisdiction in relation to production, transportation and the disposal of Products including the provision of certification or other documentation verifying compliance.

(f) Labour

Users shall comply with all applicable, international, federal, state and local laws, regulations and codes in force from time to time of any applicable jurisdiction regarding labour practices including but not limited to laws governing modern slavery, wages, working hours, child labour, forced labour and workplace safety.

(g) False advertising

You agree not to use any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations.

(h) Unfair competition

For the purposes of these Terms, **Unfair Competition** shall include, but not be limited to, any actions by a User that:

- (i) misappropriates the proprietary information, trade secrets, customer lists, or intellectual property of the other User;
- (ii) engage in deceptive, fraudulent, or unethical business practices intended to harm the other user's business or reputation;
- (iii) solicit or entice away any customers, clients, or employees of the other User;
- (iv) use the other User's confidential information to gain an unfair competitive advantage;
- (v) violate any laws or regulations pertaining to fair competition.

A User shall not engage in any form of Unfair Competition against the other User in a manner that is inconsistent with or in breach of unfair competition laws and regulations in the relevant jurisdictions.

(i) Data Privacy

- (i) Data ownership

All data collected, processed, or stored in the platform for the purpose of importing and exporting overseas remains the sole property of the User that generated that data.

- (ii) Data purpose limitation

User shall collect and process data only for the purpose of import and export operations and the data collected and processed will be used solely for the purpose of facilitating, managing and documenting import and export transactions. User agrees not to use the data for any other purpose without explicit consent or legal obligation.

- (iii) Cross-border data transfers

User must ensure that any transfer of data overseas complies with applicable data protection laws and regulations in force from time to time including obtaining necessary consents or implementing the required legal safeguards of any jurisdiction or informing data subjects about the potential risks to data security and privacy when transferring data overseas.

- (iv) Data retention

Users must ensure compliance by retaining data only for the duration necessary to fulfill the purposes outlined in these Terms or as mandated by relevant laws and regulations in their respective jurisdictions. Each user agrees to adhere to all data and privacy laws governing the collection, processing, storage, and transfer of personal data, including compliance with applicable data protection frameworks such as the General Data Protection Regulation (GDPR).

- (h) Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF) and Anti-Bribery

Each user must comply with all applicable laws and regulations in force from time to time in the applicable jurisdictions in relation to AML, CTF and anti-bribery.

(i) Intellectual Property (IP)

Users must comply and respect intellectual property laws including but not limited to patent law, copyright law, trade mark or design law in the relevant jurisdictions. Each User shall ensure compliance in the applicable jurisdictions.

(j) International agreements and treaties

Users agree to comply with all applicable international agreements and treaties. This includes adhering to all laws, regulations, and protocols set forth by international bodies and ensuring that all actions and conduct align with global standards and commitments

(k) Disputes

In the event of any dispute or claim arising between Users, Users agree to release and indemnify Cento (including its directors, officers, employees, agents, and affiliates) from all actions, claims, demands, proceedings, costs, expenses, and damages, including but not limited to any actual, special, incidental, or consequential damages arising out of or in connection with such dispute or transaction.

8. Liquidated Damages for Non-Circumvention and No Solicitation

To the fullest extent permitted by applicable law, from the date you open a subscription Account and for the longest enforceable period of (a) 2 years; (b) 12 months; or (c) 6 months after the termination of these Terms for any reason (the "Restricted Period"), the User shall not, without the prior written consent of Cento, directly or indirectly:

- (a) solicit, induce, or encourage any of Cento's users with the intent to appropriate their business, divert their business away from the Platform, or terminate their relationship with Cento; and/or engage in any activity that disrupts, diminishes, or interferes with the contractual agreement between Cento and its users; and/or
- (b) solicit, induce, or encourage any employees or contractors of Cento to leave their employment, or attempt to solicit any employees or contractors of Cento to terminate their relationship with Cento.

To the fullest extent permitted by applicable law, in the event that the User breaches this Non-Circumvention clause, the User agrees to pay Cento liquidated damages in the amount of AU\$ 25,000. User acknowledges and agrees that this amount represents a genuine pre-estimate of the damages Cento would incur due to such a breach, including but not limited to Cento's loss, damages, or the detriment to Cento caused by:

- (a) the costs associated with sourcing an equivalent Buyer or Supplier;
- (b) an estimation of the annual quantity of supply that would have been procured from the Supplier through the Platform;
- (c) an estimation of the annual quantity of business that would have been procured from the Buyer through the Platform;
- (d) the loss of transaction fees from a User resulting from any circumvention of the Platform;
- (e) the costs associated with legal fees and expenses incurred in enforcing the terms of the agreement;
- (f) loss of future business opportunities that could have arisen from the relationship with the Buyer or Supplier;

- (g) The costs associated with marketing and business development efforts to attract new Users to the Platform;
- (h) the impact on the reputation of the Platform and any resulting loss of goodwill; and
- (i) the costs of additional administrative and operational resources required to address the breach and its consequences

You acknowledge that the costs, expenses, and detriment to Cento caused by such a breach would be difficult to calculate precisely and that the liquidated damages amount is intended to cover any potential liability, damages, or losses that Cento might suffer. This clause is not intended as a penalty but rather as a genuine attempt to pre-estimate the loss Cento would suffer in such an event, considering the nature of the Platform and the business conducted through it.

9. Payment

- (a) **Subscription Payments:** All subscription payments made while using Cento are processed exclusively through Stripe and Corpay (Payment Processing Service).
- (b) **Agreement to Terms and Conditions:** By using the Platform or its Services, and when making payments related to your use of the Services, you confirm that you have read, understood, and agree to abide by the applicable terms and conditions, privacy policy, and other relevant legal documents provided by the Payment Processing Service. This includes acknowledging the relevant fees and charges applied by the Payment Processing Service for online payment gateway services.
- (c) **Currency and Taxes:** All payments are in Australian Dollars (AUD), and any fees payable under the Terms (if applicable) exclude GST. If GST is imposed on any supply made under or in accordance with these Terms, you must additionally pay Cento an amount equal to the GST payable under the GST Law.
- (d) **Payment Processing Responsibilities:** Users are responsible for ensuring sufficient funds are available at the time of payment processing, and for ensuring their credit card details are accurate to access our Services. In case of payment failures due to insufficient funds, incorrect or outdated payment information, Cento reserves the right to: (i) recover payment and deny User access to our Services; or (ii) cancel or suspend an Account if we cannot process the required fees for our Services.
- (e) **Subscription Fee Changes:** Cento reserves the right to modify or adjust the subscription fee at any time by providing you with 30 days advance written notice.
- (f) **Financial Responsibility for Payment Failures:** If a request for fee payment is returned or denied by your financial institution, or remains unpaid for any reason, you agree to bear any associated costs, including banking fees and charges.
- (g) **Electronic Storage of Payment Information:** By agreeing to these terms, you consent to Cento electronically storing Registration Data and your payment information for the purpose of processing fees.
- (h) **Account Suspension or Termination:** We may suspend or terminate a User Account in the event of misuse or fraudulent activity.
- (i) **Impact of Account Status on Access:** User access to the Services will be disabled upon Account suspension, termination, or upon the conclusion of the User's subscription.

10. Australian Consumer Law and the Statutory Guarantees

- (a) All Suppliers agree to comply with the Australian Consumer Law (ACL), which guarantees certain rights and remedies to consumers that cannot be excluded. This clause is intended to complement, not replace, any rights or remedies a consumer may have under the ACL.

- (b) Cento acts solely as a facilitator, connecting Buyers with Suppliers and providing a secure payment system. Cento assumes no liability, whether direct, indirect, or consequential, regarding any Buyer and will only facilitate claims between Users as set out below.
- (c) Without limiting clause 10(b), if a Buyer is dissatisfied with the Supplier's services or believes they are entitled to a refund under the ACL, the Buyer must: (i) Contact the Supplier directly to request a refund; and (ii) If unable to contact the Supplier within fourteen (14) days, contact Cento via the 'Contact Us' section of the Website. The Buyer must provide details explaining the basis for the refund request so that Cento can assess whether the Supplier should be removed from the platform.
- (d) Upon receiving a refund request from a Buyer, the Supplier agrees to promptly: (i) Complete the Cento refund notification form (Notification Form) available through the platform; and (ii) Submit both the Notification Form and the refund request email from the Buyer to Cento.
- (e) If the Supplier agrees to a refund or if a refund is mandated under the ACL, they will directly refund all or part of the payments to the Buyer, minus any applicable fees and charges incurred by Cento during the refund process, unless such fees and charges are prohibited by the ACL.
- (f) Both the Buyer and Supplier agree to adhere to this Refund Policy as outlined in these Terms, and acknowledge that the ACL in Australia governs refunds for all Users and may provide additional rights and remedies beyond those stated

11. Refund Policy

- (a) Cento will process refunds in respect of the payment made for its Services where required by and in accordance with the Australian Consumer Law for major failures ('**Major Failures**') and minor failures ('**Minor Failures**').
- (b) For example, a Major Failure occurs where you would not have bought the Services if you had known about the defect, the Services are significantly different to what was described, the Services are substantially unfit for their usual purpose, or a purpose made known to you or the Services are unsafe. For major failures or major problems with the Services as defined under the Australian Consumer Law, you are entitled to a replacement or refund and compensation for reasonably foreseeable loss or damage.
- (c) If the Services fail to be of acceptable quality, and the failure does not amount to a Major Failure ('**Minor Failure**'), we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund for the proportion of the Services not already consumed at the time of the cancellation.
- (d) **Change of Mind:** Cento is not required to provide a refund or replacement if you change your mind about the Services you have purchased. However, we may, at our sole discretion, offer a refund in certain circumstances.
- (e) **Requesting a Refund:** To request a refund, you must contact our customer support team at the contact details provided below. You will need to explain the reason for your refund request. All refund requests will be assessed on a case-by-case basis.
- (f) **Process for Refunds:** If your refund request is approved, we will process the refund within 14 business days of the approval date. Refunds will be issued using the same method of payment used for the original purchase, unless otherwise agreed upon.
- (g) **Exclusions:** The following are excluded from refunds unless required by law: (i) Services that have been substantially used or consumed; (ii) Services provided free of charge or as part of a promotional offer; (iii) any costs or charges associated with the delivery of the Services.
- (h) **Contact Information:** For any questions or concerns about our refund policy, or to request a refund, please contact us at: Cento Customer Support: admin@Cento.com

- (l) **Jurisdiction:** This refund policy is governed by the laws of Australia, and you agree to submit to the jurisdiction of the Queensland courts.

12. Copyright and Intellectual Property

- (a) The platform and all related services provided by Cento are protected by copyright laws of Australia and international treaties. Unless otherwise specified, all rights (including copyright) in the Services and compilation of the platform (such as text, graphics, logos, button icons, video images, audio clips, platform, code, scripts, design elements, and interactive features) are owned or controlled by Cento or its contributors.
- (b) All trademarks, service marks, and trade names are owned, registered, and/or licensed by Cento. While you are a User, Cento grants you a worldwide, non-exclusive, royalty-free, revocable license to:
 - (i) use the platform in accordance with the Terms;
 - (ii) copy and store the platform and its content in your device's cache memory;
 - (iii) print pages from the platform for your personal and non-commercial use.

Cento does not grant you any other rights in relation to the platform or the Services. All other rights are expressly reserved by Cento.

- (c) Cento retains all proprietary rights, title, and interest in the platform and all related Services. Your use of the platform does not grant you any rights in relation to Cento's intellectual property rights.
- (d) Without prior written permission from Cento and any other relevant rights owners, you may not: broadcast, republish, upload to a third party, transmit, post, distribute, display, or adapt the Services or third-party services for any purpose, except where materials on the platform are authorized by Cento as freely available for re-use or are in the public domain.
- (e) When you broadcast, publish, upload, transmit, post, or distribute Your Content on the platform, you grant Cento a non-exclusive, transferable, perpetual, royalty-free, irrevocable, worldwide license to broadcast, republish, upload to a third party, transmit, post, distribute, display, adapt, or modify Your Content.

13. Platform Content

- (a) As a User, you agree and warrant that you are solely responsible for any content ("Your Content") you post, upload, publish, submit, transmit, or otherwise make available on or through the platform. You confirm that you are the sole and exclusive owner of Your Content and that you possess all necessary rights, licenses, permissions, consents, releases, and approvals to use Your Content on the platform. You further warrant that Your Content, and your actions related to it, including Cento's use of Your Content through the Services, will not infringe upon or violate any third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, nor rights of publicity or privacy, nor result in the violation of any applicable law or regulation. Cento is not obligated to delete or return Your Content to you after your Buyer account is cancelled, including your reviews or feedback.
- (b) While Cento strives to maintain accuracy and currency of information and content on the platform, it does not warrant or represent the accuracy or timeliness of any information or content made available or published on the platform.

14. Privacy

- (a) In these Terms, 'Personal Information' has the meaning as defined in any applicable Privacy Laws. Privacy Laws means the Privacy Act 1988 (Cth) and *Privacy Amendment (Notifiable Information Breaches) Act 2017* as amended, consolidated or replaced;

- (b) If a User obtains Personal Information in the course of supplying or availing products or services under these Terms, the User must comply with its obligations under the Privacy Laws and not do any act or engage in any practice which would be a breach of the Australian Privacy Principles (APPs) as contained in the *Privacy Act 1988* (Cth).
- (c) Cento takes your privacy seriously and any information provided through your use of the platform or Services are subject to Cento 's Privacy Policy.

15. General Disclaimer

- (a) Nothing in these Terms excludes or limits any guarantees, warranties, representations, or conditions implied or imposed by law, including those under the Australian Consumer Law, which cannot be limited or excluded by law.
- (b) Subject to clause (a) and to the extent permitted by law:
 - (i) All terms, guarantees, warranties, representations, or conditions not expressly stated in these Terms are excluded.
 - (ii) Cento will not be liable for any special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute, or otherwise.
- (c) Your use of the platform and Services is at your own risk. Everything provided on the platform and Services is provided "as is" and "as available" without warranty or condition of any kind. None of Cento's affiliates, directors, officers, employees, agents, contributors, or licensors make any express or implied representation or warranty about the Services or any Services (including third-party services) referred to on the platform. This includes, but is not limited to:
 - (i) any failures, errors, interruptions, deletions, defects, delays in operation or transmission, computer viruses, or other harmful components;
 - (ii) the accuracy, suitability, or currency of any information on the platform or Services, including third-party material and advertisements;
 - (iii) costs incurred from using the platform or Cento's Services;
 - (iv) any failure to complete a transaction or loss arising from e-commerce conducted on the platform;
 - (v) the Services or operation of links provided for your convenience.
- (d) By voluntarily participating in the Services, you knowingly and willingly assume all risks associated with using any content published or Services provided through the platform. You acknowledge that Cento operates as a marketplace facilitating interactions between Users and disclaims liability for the conduct of Users, transactions between Users, or misuse of Your Content by any party, including other Users.

16. Competitors

If you are in the business of providing similar services for commercial gain, whether to business users or domestic users, you are considered a competitor of Cento. Competitors are strictly prohibited from using or accessing any information or content owned by Cento, whether proprietary property or under operation of law. Any breach of this provision will result in Cento holding you fully responsible for any losses we may sustain holding you fully responsible for all profits you might gain from such a breach, except as otherwise required by competition law.

17. Limitation of Liability

- (a) To the fullest extent permissible by law, Cento shall not be liable for any direct, indirect, punitive, incidental, special, or consequential damages, including but not limited to any claims, losses, loss of profits, revenue, business, or goodwill arising out of or in any way connected with the provision of or failure to provide any Services, or otherwise arising out of the provision of Services, whether based on these Terms, negligence, strict liability, or otherwise.
- (b) Except as otherwise required by law, you expressly understand and agree that Cento, its affiliates, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages which may be incurred by you, however caused and under any theory of liability. This includes, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, and any other intangible loss.
- (c) Except as otherwise required by law, Cento's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will be limited to the resupply of the Services to you.
- (d) This clause survives the termination or expiry of these Terms for any reason.

18. Termination of Contract

- (a) You may terminate the Terms by providing Cento with 30 days' notice of your intention to terminate. Notice should be sent to Cento via the 'Contact' link on our homepage.
- (b) Cento may terminate the Terms with you if:
 - (i) You have breached any provision of the Terms or intend to breach any provision thereof, and fail to remedy such breach within a reasonable period after receiving notice from Cento specifying the breach;
 - (ii) Cento is required to do so by law;
- (iii) Cento decides to cease providing the Services in your jurisdiction, in which case Cento shall provide you with at least 30 days' notice prior to termination;
- (iv) Provision of the Services to you is no longer commercially viable, in Cento's opinion, and Cento shall provide you with at least 30 days' notice prior to termination.
- (c) Cento reserves the right to discontinue or cancel your membership at any time and may suspend or deny your access to all or any portion of the platform or the Services without notice, in its sole discretion, if you breach any provision of the Terms or any applicable law, or if your conduct affects Cento's name or reputation or violates the rights of another party, subject to local applicable laws.
- (d) Termination of the Terms does not affect any legal rights, obligations, or liabilities that have accrued and shall continue indefinitely for rights, obligations, and liabilities that are expressed to continue indefinitely.

19. Indemnity

You agree to indemnify Cento, its affiliates, employees, agents, contributors, third-party content suppliers, and licensors from and against:

- (a) All actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred, suffered, or arising out of or in connection with:
 - (i) Your use of the platform;
 - (ii) Your Content, including any content or information that you submit, post, transmit, or make available through the platform; and

- (iii) Any disputes or interactions between you and any other User or third party.
- (b) Any direct or indirect consequences of your access to, use of, or attempts to use the platform.
- (c) Any breach of the Terms by you.
- (d) Cento reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Cento in asserting any available defences.
- (e) This indemnity provision shall survive the termination or expiration of the Terms.

20. Dispute Resolution

- (a) **Compulsory.** If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- (a) **Notice.** A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- (c) **Resolution.** On receipt of that notice ('**Notice**') by that other party, the parties ('**Parties** ') must:
 - (i) within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - (ii) if for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by a person appointed by the Australian Mediation Association;
 - (iii) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
 - (iv) the mediation will be held in Brisbane, Australia.
- (d) **Confidential.** All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- (a) **Termination of Mediation.** If two (2) months have elapsed after the start of mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

21. Venue and Jurisdiction

The Services offered by Cento are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

22. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

23. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

Option 2

Terms of Use

1. General

1.1 The Site is a shopping website provided by Serendipity Pty Ltd (ABN 13 613 915 861) trading as CentoGroup (“CentoGroup, “us” or “we”) where you can browse, select and purchase products sold by CentoGroup (“Products”).

1.2 Your access to and use of the Site, including your Orders and purchases of Products through the Site, is governed by these terms and conditions and our Privacy Policy.

2. Compliance

2.1 By using the Site to browse, select and purchase Products, you agree with us to be bound by, and comply with, these terms and conditions.

2.2 You agree to comply with all relevant laws relating to your use of the Site and your placement of any Order through the Site.

2.3 You agree not to use any data listed on the site for commercial purposes e.g. through price or information scraping.

2.4 You agree not to use the Site for any purpose that is fraudulent, unlawful or otherwise prohibited by these terms and conditions. You may access the Site for your own personal use but otherwise neither the Site, nor any material on it, may be altered, modified, reproduced, transmitted or distributed without our prior written consent.

2.5 While using this Site, you may not:

1. breach any laws, infringe a third party’s rights or act contrary to any relevant standards or codes or make any fraudulent enquiries, purchases or requests;
2. use the Site in a manner or way, or post to or transmit to or via the Site any material which interferes with other users or other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site, or post any spam, unsolicited or bulk electronic communications;

3. use another person's details without their permission or impersonate another person;
4. post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
5. tamper with or hinder the operation of the Site;
6. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
7. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
8. modify, adapt, translate or reverse engineer any portion of the Site;
9. remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
10. create accounts by automated means or under false or fraudulent pretences;
11. violate the security of any computer or other network or engage in illegal conduct;
12. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our website infrastructure;
13. use the Site other than in accordance with these terms and conditions;
14. use the Site if you are not able to form legally binding contracts, are under the age of 18 or are suspended from using the Site;
15. fail to pay for Products ordered using your login;
16. transfer your login to another party without our consent;
17. harvest or otherwise collect information about other customers, including email addresses, without their consent; or
18. attempt any of the above acts or engage or permit another person to do any of the above acts.

3. Your Account

3.1. You are responsible for maintaining the confidentiality of your account details. We reserve the right to suspend accounts if we suspect misuse or fraudulent activity.

3.2 You must be 18 years or older to purchase Products through the Site. We reserve the right to refuse service, terminate accounts and/or remove or edit content if we, acting reasonably, deem that you are acting in breach of these terms and conditions or are using the Site in a fraudulent or improper manner. We also reserve the right to otherwise cancel Orders in accordance with clause 8.1.

3.3 You:

1. must ensure that only authorised users have access to your computer and ensure that your login and password that is used to access the Site and the details of your account are kept in a safe and secure manner;
2. must notify us through [Customer Service portal](#) if you are or become aware that there is or has been an unauthorised use of your login and password or account, or any other security breach relating to your account;
3. must promptly advise us of any changes to your information provided to us as part of the customer registration process
4. are responsible and liable for any person that uses your login and password to Order Product(s) through the Site;
5. agree that we may charge you for all Products that have been ordered using your login and password through the Site; and
6. acknowledge that you will check the labels on the Products before use.

4. Placing an Order

4.1 You may purchase Products by selecting and submitting your Order through the Site in accordance with these terms and conditions.

4.2 Any Order placed through this Site for a Product is an offer by you to purchase the particular Product for the price notified (including delivery and other charges, fees and taxes) at the time you place the Order, on the terms and conditions set out in these CentoGroup Terms of Use.

4.3 We may ask you to provide additional details or require you to confirm your details to enable us to process any Orders placed through the Site.

4.4 You agree to provide us with current, complete and accurate details in response to requests by us, to you, for information.

4.5 We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate when placing your order.

5. Acceptance or rejection of an Order

5.1 In certain circumstances, your Order may be rejected, such as where the requested Product is not available or if there is an error in the price or the product description posted on the Site.

5.2 Each Order placed for Products through the Site that we accept results in a separate binding agreement between you and us for the supply of those Products. For each Order accepted by us, we will:

1. supply the Products in that Order to you in accordance with these terms and conditions; and
2. send you an email confirmation of that Order – though with the nature of the internet, we cannot guarantee receipt. Please add hello@centogroup.au to your contact address book to ensure emails are not sent to SPAM or blocked by your firewall.

5.3 If we reject an Order for Products placed through the Site, we will endeavor to notify you of that rejection at the time you place the Order or within a reasonable time after you submit your Order.

5.4 We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer especially if deemed to be of commercial quantities. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

5.5 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

5.6 To protect against fraudulent activity, we use automated software that may cancel and restock orders deemed high risk. These cancellations may occur due to various factors, including:

- Similarity to previously identified fraudulent orders
- Billing address and post code do not match card information
- a shipping address that is far from the billing address

- Multiple attempts or multiple cards used
- purchases made with a credit card that has been flagged as stolen
- Billing country and order placement country do not match
- High-risk internet connection (web proxy) used
- Missing Card Verification Value (CVV)
- Significant distance between shipping address and IP location

While we strive to maintain stock availability, cancellations based on potential fraud may impact availability, especially during high-volume sales periods. In this instance you would receive an email notification advising you of your order cancellation. Please also see clauses 2.4, 3.2 or 8.1.

5.7 Resellers and Stockists are obliged to adhere to the terms and conditions of our wholesale agreement, which includes the prohibition of buying sale items from our retail website. Additionally, they must comply with the requirements set forth in clause 5 of the Wholesale agreement.

6. Delivery of Products

6.1 We only deliver to addresses in Australia and select international locations.

6.2 We offer next-business-day dispatch except for sale and promotion periods where it may take up to 10 days. The Delivery Fee for your Order depends on the total spend (we offer free shipping for orders over \$149) or flat rate standard shipping is \$10. Express Post orders are \$16.

6.3 You:

1. acknowledge and agree that any person at the Delivery Address who receives the Products is authorised by you to receive your Order;
2. agree to comply with the delivery requirements specified below and such other requirements that we notify you when you place your Order through the Site.

6.4 Unless you provide an express authorisation to leave a product at the delivery address if no one is present to accept delivery, an appropriate person must be present to accept the delivery of your Order. If you authorise us or our carrier to leave a product at the delivery address when no one is present to accept delivery, you:

1. accept the risk of theft or loss of the Product from the time it is delivered; and
2. acknowledge that, notwithstanding your authorisation, the person delivering the Product has discretion whether to leave the Product at the address.

7. Pick-Up Orders - Warehouse

7.1 We intend to offer a next month local pick up service from CentoGroup warehouse located in Auburn Sydney, in the coming year. Once design is finalised and production order has been placed, select Pick Up during check out and we will provide all the necessary information in your confirmation email.

7.2 Next month pick up may be unavailable during peak sale times or due to shipment delays. Please wait for your email confirmation that your order is ready for pick up before arriving to collect.

7.3 After receiving your confirmation that your order is ready for pick up, you have 21 days to collect from our warehouse. If your order is not collected within 21 days, we will cancel your order and refund the order back to the payment method originally used. Items from your canceled order will be restocked.

7.4 If your order is not collected within 42 days and therefore cancelled, a restocking & administration fee of 5% of the total order value will be deducted from your refund.

8. Cancelling Orders for Products

8.1 We may cancel any part of an Order for Products (including any Orders that we have accepted) without any liability to you for that cancellation at any time if:

1. the Products in that Order are not available; or
2. there is an error in the price or the product description posted on the Site for the Product; or
3. the Product(s) in that Order have been recalled; or

8.2 If we cancel any part of an Order in accordance with:

1. Clause 8.1(a) or 8.1(b) (where the Product is unavailable or there is a pricing or product description error) or 8.1(c) (where the Product has been recalled), we will provide you with reasonable notice of that cancellation, and will not charge you for the cancelled part of the Order. If any payment has been taken, then: (i) for a wholly cancelled Order, the full payment amount, including the Delivery Fee and any other fees and charges; or (ii) for a partly cancelled Order, the amount paid in respect of cancelled Products, will be refunded to your original payment method, or where CentoGroup deems appropriate, through an alternative means.

8.3 If you decide to cancel and request a refund for part or for your whole order there is a restocking & administration fee of 5% of the total order value.

8.4 Whilst we always aim to assist in any order modifications, due to differences in department operating hours, this can not always be guaranteed and would be handled on a case by case basis.

8.5 Orders can not be canceled or amended once shipped.

9. Prices, fees and charges

9.1 We will charge you, and you agree to pay the purchase price of each Product that is ordered, the Delivery Fee and any other fees and charges set out in these terms and conditions.

9.2 All prices and Delivery Fees on the Site are in Australian dollars (AU\$). We reserve the right to alter prices and Delivery Fees for any reason at any time before you place your Order.

9.3 CentoGroup will not be liable or responsible for any failure to perform, or any delay in performance of, obligations under its contract with you where such failure or delay is caused by an event outside the reasonable control of CentoGroup.

9.4 The purchase price of each Product is shown on the product list on the Site at the time you place your Order.

9.5 Refund and Exchange values are subject to re-calculation if you purchased multiple items within a special promotion such as a Value Bundle, and later return one of them.

9.6 In the event of a price decrease, we are not obliged to refund you to match any subsequent price reduction after you have placed your order.

10. Payment methods

10.1 You may pay the fees and charges for an accepted Order with any of the following payment methods and such other payment methods as specified on the Site from time to time:

1. Visa;
2. MasterCard;
3. Debit cards displaying a Visa or Mastercard logo;
4. PayPal;
5. Bank Transfer
6. ConneXFinance Trade Finance facility

10.2 Deposits are non-transferable, non-refundable and are not redeemable for cash. They are valid for 3 Years from issue date. If you are returning an item for a store credit, your store credit will be issued as soon as we have received and inspected the item and deemed it as fit for resale.

10.3 If we are unable to successfully process your nominated payment method (being the applicable debit card, credit card, PayPal) for an Order that has been accepted by us, then we may cancel your Order.

10.4 If you choose to pay by credit card, you authorise us to debit the amount that is payable from your nominated credit card for an accepted Order.

10.5 You must not pay, or attempt to pay, for Products through any fraudulent or unlawful means.

10.6 We will provide you with a packing slip at time of delivery, which specifies the items received. Please reach out to support@centogroup.au if you require a full tax invoice.

11. Warranty

11.1 The warranty covers manufacturing defects only and does not apply to issues that result from wear and tear or accidental damage. The warranty takes effect from the day of purchase.

11.2 The following issues fall under the manufacturing warranty:

1. **Dimensional Errors:** These defects arise when the product's measurements deviate from the specified standards, potentially involving components that are either too large, too small, or improperly aligned.
2. **Surface Imperfections:** Surface defects encompass flaws like blemishes, scratches, dents, or irregularities on the visible parts of the product.
3. **Material Defects:** This type of defect pertains to problems with the materials used in the product's manufacturing. It may involve impurities, substandard materials, or incorrect material composition.
4. **Functional Issues:** Such as missing parts, misaligned components, or improper connections.
5. **Poor Finishing:** Finishing defects manifest as issues in the final stages of product manufacturing, such as painting, coating, or polishing. Examples include uneven paint layers, rough surfaces, fading areas, or inconsistent texture.
6. **Packaging Deficiencies:** Packaging defects occur when the product's packaging is inadequate or damaged. Such defects can lead to problems like insufficient

protection during shipping, product contamination, or difficulty in opening the package.

11.3 Wear and tear issues refer to the gradual deterioration or damage that occurs to a product over time as a result of normal usage and regular exposure to environmental factors. The following would NOT fall under our manufacturer's warranty:

1. Fading or Discoloration: Continuous exposure to sunlight or other sources of light can cause the colors of fabrics, furniture, or other materials to fade or change over time.
2. Surface Scratches: Daily use can lead to the accumulation of small scratches or scuffs on the surface of your CentoGroup products
3. Worn-out Fabrics: Frequent washing, stain removers, or cleaning sprays can all result in fabric thinning, fraying, or developing holes. While our products are machine washable this does not guarantee that they are infallible....
4. Mould or Stains: Our products have a water resistant coating that causes the water to bead instead of soaking straight it. However mould can grow anywhere where there is moisture so it is important to keep the materials dry, clean, and to hang in sunlight to prevent this growth.
5. Failure to follow the care instructions will result in the warranty being voided. We recommend handle with care during transportation within Australia.
6. Prototype: we are able to provide a prototype for new and complex projects for with no costs to you.
7. Certification: we are able to work with you and local certifiers to confirm product compliances once delivered.

11.4 The warranty is for a period of **six (6)** years, and takes effect from the day of purchase and will not be renewed or extended.

11.5 We may ask that you return your items so that we can conduct a thorough investigation before a replacement/refund is given.

12. Product Returns - change of mind

12.1 The [CentoGroup Returns Policy](#) applies to all purchases of products using the Site and forms part of these terms and conditions. If you change your mind within 7 days you are welcome to post the item back for a refund or credit. The item must be in original sale condition. Once we confirm the item is still in salable condition, a credit for the item's full value or a refund for the value less our [restocking fee](#) will be processed. Postage costs associated with returning and receiving the new item, and the item price difference, are wholly the customers responsibility.

12.2 Proof of purchase (dated receipt) is required for all warranty claims.

12.3 The warranty takes effect from the day of purchase and will not be renewed or extended.

12.4 All goods returned for assessment under our Warranty Policy must be clean and dry – items returned wet, dirty or otherwise unhygienic will not be processed.

12.5 For 'Change of Mind Returns' on retail orders with a discount exceeding 50% of the original purchase price, a credit note will be issued instead of a refund or exchange. This credit note can be utilised for future purchases and remains valid for a duration of three years from the date of issue.

12.6 Return postage for 'Change of Mind Returns' of incorrect purchases is the responsibility of the customer. If the items are unused and in resalable condition, a credit note equivalent to the full cost paid will be provided in the form of a gift card. The gift card will have an expiration date of three years. Alternatively, a refund can be processed, deducting a 5% administration and restocking fee. If any items are missing from your return, the value of those missing items will be deducted from your refund amount.

12.7 Any personalisation or monogramming including engraving, etching or similar will not void the manufacturer's warranty regarding the insulation of the Drink Bottle, Coffee Cup or Smoothie Cup. However, the warranty that covers the exterior coating of the aforementioned items will be voided. There are no exchanges or refunds on any monogrammed items.

13. Product Returns - faulty/damaged

13.1 The [CentoGroup Returns Policy](#) applies to all purchases of products using the Site and forms part of these terms and conditions. If you consider that a product was delivered to you in a damaged or defective condition, or is otherwise faulty, you should contact us via the [contact form here](#) within 7 days of receiving your order. We provide a return shipping label for any products that are faulty.

13.2 All goods returned for assessment under our Warranty Policy must be clean and dry – items returned wet, dirty or otherwise unhygienic will not be processed.

13.3 Proof of purchase (dated receipt) is required for all warranty claims.

13.4 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

Returns of Faulty Products

If the problem is major, you are entitled to a replacement or refund for the price paid. Examples of major failure are when the product:

- has a problem that would have stopped you buying it had you known about it;
- is unsafe;
- is significantly different from the description of the product; or
- doesn't do what we said it would do,

but does not include damage caused by misuse or returns simply due to change of mind.

If the problem is not major, we may choose to give you a free repair instead of a replacement or refund if this is possible.

If we cannot repair the product within a reasonable time, you can choose a refund or replacement. We reserve the right to refuse to provide a refund, repair or replacement if the problem has, for instance, arisen because the product was misused by the customer.

14. Termination

14.1 We may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:

1. the breach cannot be remedied; or
2. you fail to remedy the breach within 10 days of our notice to you of that breach;
or
3. if there is an emergency.

14.2 We may stop making the Site (or any part of it) available without prior notice. If so, any Orders that we have accepted will not be affected unless the Products that have been ordered are no longer available or we are prevented from supplying the Products, in which case, we will notify you and we will refund to you all valid payments received by us for those Products.

14.3 You may cancel your account at any time for any reason provided that:

1. any outstanding matters are resolved (such as a suspension on your account);
and
2. you have paid all outstanding amounts owed by you.

15. Changes to these terms and conditions

15.1 We may, at our discretion, amend these terms and conditions at any time by publishing any amended terms and conditions on our Site.

15.2 If you have an Order that has been accepted by us, the terms and conditions that will apply to the Order are the terms and conditions that applied at the time you placed your Order.

15.3 For any future Orders, these terms and conditions may be different and so we recommend that you read these terms and conditions carefully each time you agree to them prior to placing your Order.

16. Your privacy and commercial electronic messages

16.1 Unless you have opted out, you agree to us communicating with you via various channels and media (including by email and by advertising on certain websites and social media) about offers, events and promotions. You agree to continue receiving communications from us until the time that you opt out.

16.2 You may opt out at any time by:

For email and phone:

- using the unsubscribe facilities provided in our communications.

For advertising on certain websites and social media: changing your privacy settings online so you no longer receive targeted advertising (see our [Cookie Statement](#) in our Privacy Policy for more details on how to do this). Opting out of receiving email, SMS and mail communications from CentoGroup will not opt you out of receiving advertising on certain websites and social media.

16.3 There are, however, some messages that we must be able to send you. These include, for example, messages relating to your CentoGroup account, important information about products that you have purchased (like health and safety recall

notices), forgotten passwords, or updates to our T&Cs and Privacy Policy. Opting out of receiving communications from CentoGroup will not opt you out of receiving these types of messages.

16.4 Our Privacy Policy contains information about how you can seek access to or correct the personal information we hold about you, and how you can complain about a breach of privacy.

16.5 If you have an enquiry about privacy, you can contact us by email at support@centogroup.au

16.6 This Privacy Policy may be periodically revised to reflect changes in our practices or for operational, legal, or regulatory reasons. Any modifications to this Privacy Policy will become effective as soon as they are published and visible on the Site.

17. Governing law and enforceability

17.1 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

17.2 This agreement is governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place. Any rights or remedies to which you are entitled under the **Australian Consumer Law** arise independently of these terms and conditions and this clause does not apply to any claim you may have under the **Australian Consumer Law**.

17.3 You alone, and not CentoGroup, are responsible for ensuring that your activities conducted on the Site are lawful. You must ensure that you comply with all applicable laws in Australia and other countries. You must also ensure that you strictly comply with these terms and conditions and the policies which form part of these terms and conditions.

18. Risk of Loss

Risk and title in Products passes to you:

1. in relation to Orders, on the date and time of delivery to the delivery address

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, product reviews, proposals, plans, or other materials, whether online, by email, by postal mail, or

otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

19. Disclaimer of Warranties; Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall CentoGroup, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the

service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

20. Indemnification

You agree to indemnify, defend and hold harmless CentoGroup and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

21. Sale Periods

21.1 CentoGroup Offers/Sales are only available offline via a custom design and delivery process at this stage. Special ("Offer") is available to all eligible customers based on the following terms and conditions:

- a. Sale pricing applies until the items are sold out, or sale period ends.
- b. Offers only apply to completed customer orders and purchases. Items in the cart are not guaranteed until checkout is completed.
- c. CentoGroup reserves the right to modify, discontinue, or alter the terms of the Offer without notice.
- d. No price adjustments will be given for items purchased prior to or after sales Periods.
- e. No refunds will be granted if a code is not applied correctly, however, at our discretion we may provide a gift card for the difference which is valid for 3 years from the date of issue.
- f. Due to high order volume, there may be a delay in processing and shipping. We are unable to change, combine or edit any orders during peak sales periods.
- g. These sale offers may not be combined with any other offers including welcome offers & affiliate codes do not apply over sales periods, however, gift cards may still be used. Gift Cards cannot be used to purchase Gift Cards or other tender.

- h. Sales offers are excluded from replacement parts, gift cards, and reshipping fees.
- i. For items purchased on sale with a discount exceeding 50% of the original purchase price, a credit note will be issued. We can not issue refunds or exchanges, unless the goods are faulty. This credit note can be utilised for future purchases and remains valid for a duration of three years from the date of issue. Return postage is the responsibility of the customer.

22. Definitions

Capitalised terms used are defined in these terms and conditions. In these terms:

Returns Policies means the Faulty Goods Returns Policy xxxxx

Delivery Address means the address specified by you during the customer registration process for the delivery of Products that we will supply to you under these terms and conditions.

Delivery Fee means the delivery fee notified to you at the time you place your Order.

GST has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

Indirect Loss means loss of profit, loss of revenue, loss of goodwill, loss of reputation, loss of anticipated savings, loss or corruption of data, loss of opportunity, loss of use and any other loss or damage not arising naturally and according to the usual course of things from the relevant breach, act or omission whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the parties, at the time they made the contract, as the probable result of the relevant breach, act or omission.

Intellectual Property means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Order means any order for a Product placed on the Site.

Product means each good that is advertised on the Site.

Site means the shopping site operated by CentoGroup.

25. Warehouse Sale Product Warranty

Items purchased at our 2025 onsite & online Warehouse Sale have a 3 month manufactures warranty for defects from manufacturing. In the event that you

experience a manufacturing fault within these 3 months, you will be eligible for a refund only, and return shipping charges are at your own cost.
There are no exchanges or change of mind returns on warehouse sale purchases.

CONTACT US

If you have any inquiries, concerns, or complaints regarding our Terms of Use and would like further information, please don't hesitate to reach out to us. You can contact us via email at support@montii.co or send us a letter using the provided contact details below:

Westridge Goods

5/7 Hansen Court

Coomera

QLD, 4209