

Terms and Conditions

Up to Dec 7 2022

These Terms & Conditions are intended to explain our obligations as a service provider and Your obligations as a User or Invited User. Please read them carefully.

These Terms are binding on any use of the Service and apply to You from the time that you access the Service.

The Ordermentum Service will evolve over time based on User or Invited User feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Ordermentum Service. Ordermentum reserves the right to change these terms at any time, effective upon the posting of modified terms and Ordermentum will make every effort to communicate these changes to You via email or notification via the Website. It is likely the Terms & Conditions will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the service.

DEFINITIONS

- * “Agreement” means these Terms & Conditions.
- * “Confidential Information” includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.
- * “Data” means any data inputted by You or with Your authority into the Website.
- * “Intellectual Property Right” means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- * “Service” means the online ordering and payment services made available (as may be changed or updated from time to time by Ordermentum) via the Website.
- * “Website” means the Internet site at the domain www.Ordermentum.com or any other site operated by Ordermentum.

wholesaler or distributor

* “Invited User” means any person or entity, that uses the Service with the authorisation of the User from time to time. In most cases but not limited to the customer(s) of the wholesaler or distributor

* “You” means the User or Invited User, and where the context permits, an Invited User. “Your” has a corresponding meaning.

1 USE OF SOFTWARE

Ordermentum grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the User and the Invited Users, or any other applicable laws:

- a. the User determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;
- b. The User is responsible for the use of the Service by all Invited Users for online ordering and payment, and any use of the System for that purpose;
- c. the User controls each Invited User’s level of access to the relevant organisation and Service at all times and can revoke or change an Invited User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- d. if there is any dispute between a User and an Invited User regarding access to any organisation or Service, the User shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

2 YOUR OBLIGATIONS

a. **General obligations:** You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Ordermentum or condition posted on the Website. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

b. **Access conditions:**

a. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Ordermentum of any unauthorised use of Your passwords or any other breach of security and Ordermentum will reset Your password and You must take all other actions that Ordermentum reasonably deems necessary to maintain or enhance the security of Ordermentum’s computing systems and networks and Your access to the Services.

b. As a condition of these Terms, when accessing and using the Services, You must:

i. not attempt to undermine the security or integrity of Ordermentum’s computing systems or networks or, where the Services are hosted by a third party, that third party’s computing systems and networks;

iii. not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;

iv. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

c. **Communication Conditions:** As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use). When You make any communication on the Website, You represent that You are permitted to make such communication. Ordermentum is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Ordermentum does reserve the right to remove any communication at any time in its sole discretion.

d. **Indemnity.** You indemnify Ordermentum against: all claims, costs, damage and loss arising from Your breach of any of these Terms or any obligation You may have to Ordermentum, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

3 CONFIDENTIALITY AND PRIVACY

a. **Confidentiality:** Unless the relevant party has the prior written consent of the other or unless required to do so by law:

I. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.

II. Each party's obligations under this clause will survive termination of these Terms.

III. The provisions of clauses 3.a.I and 3.a.II shall not apply to any information which:

disclosure;

iii is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

iv is independently developed without access to the Confidential Information.

b. Privacy: Ordermentum maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy [HERE](#) and You will be taken to have accepted that policy when You accept these Terms.

4 INTELLECTUAL PROPERTY

a. General: Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Ordermentum (or its licensors).

b. Ownership of Data: Title to, and all Intellectual Property Rights in, the Data remain Your property. You grant Ordermentum a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to the provision of services offered by Ordermentum to its users.

c. Backup of Data: You must maintain copies of all Data inputted into the Service. Ordermentum adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Ordermentum expressly excludes liability for any loss of Data no matter how caused.

d. Third-party applications and your Data. If You enable third-party applications for use in conjunction with the Services, You acknowledge that Ordermentum may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Ordermentum shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

5 WARRANTIES AND ACKNOWLEDGEMENTS

a. **Authority:** You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

b. **Acknowledgement:** You acknowledge that:

i. You are authorised to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorised to use the Service. You are also authorised to access the processed information and Data that is

- ii. Ordermentum has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
- iii. You are responsible for ensuring that You have the right to do so;
- iv. You are responsible for authorising any person who is given access to information or Data, and you agree that Ordermentum has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
- v. You will indemnify Ordermentum against any claims or loss relating to:
- a. Ordermentum's refusal to provide any person access to Your information or Data in accordance with these Terms, b. Ordermentum's making available information or Data to any person with Your authorisation.
- vi. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
- vii. Ordermentum does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Ordermentum is not in any way responsible for any such interference or prevention of Your access or use of the Services.
- viii. Ordermentum is not Your accountant and use of the Services does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.
- ix. It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
- x. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).
- c. No warranties: Ordermentum gives no warranty about the Services. Without limiting the foregoing, Ordermentum does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.
- d. Consumer guarantees: You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

7 TERMINATION

a. Whilst no contract period is applicable, Users must give 30 days notice in writing must be provided if you wish to cease using the Ordermentum solution.

b. Invited Users should contact their Users should they wish to cease using the Ordermentum solution.

8 HELP DESK

a. Technical Problems: In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Ordermentum. If You still need technical help, please check the support provided online by Ordermentum on the Website or failing that email us at support@Ordermentum.com.

b. Service availability: Whilst Ordermentum intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place. If for any reason Ordermentum has to interrupt the Services for longer periods than Ordermentum would normally expect, Ordermentum will use reasonable endeavours to publish in advance details of such activity on the Website.

9 CARDHOLDER DISPUTED PAYMENTS, CHARGEBACKS & REFUNDS

a. Care & Responsibility

You must exercise care and take reasonable precautions to prevent fraudulent, illegal, reversed or disputed payments from occurring. As you (invited user) are the beneficiary of funds collected by us, the supplier of goods and services to the customer and the party privy to relationships with the invited user, you bear all responsibility and liability for any reversed or disputed payments or other form of recovery of funds by us. You indemnify and hold us harmless from and against all claims, costs, liabilities and expenses suffered or incurred by us as a result of us being obliged, for any reason, to refund or reverse payments before or after the corresponding amount has been remitted to you.

b. Notice

We will promptly notify you if a payment is refunded by us, or if we receive notice of a disputed payment that might lead to such refund or disgorgement. You must do everything necessary on your part to enable us to avoid having to refund payments, including, for example, providing information about the goods and services supplied by you and the customer authorisation in relation to a payment.

c. Resolution of Disputes

Notice of a disputed payment or chargeback will be successfully refuted if you provide clear customer authorisation from your customer that is subsequently accepted by your customer's

d. Refund

If we receive notice of a disputed payment and/or are required to refund or reverse all or part of any payment to a customer, an account holder or their bank or such a refund is debited from our account or otherwise disgorged, then:

- i. we will be discharged from any obligation to remit that amount to you; or
- b. you must reimburse us for that amount and/or we may set amounts due to you under this clause off against any other payments due by us to you or deduct amounts from your nominated trust bank account and/or nominated business account.

10 PAYMENT FACILITY

a. Ordermentum uses a Payment Provider (Assembly Payments: Level 18, 15 William Street Melbourne VIC 3000) to operate the Payment Facility.

b. In so far as it is relevant to the provision of the Payment Facility, the terms at <https://assemblypayments.com/company/policies/end-user-agreement> are incorporated into this Agreement and will prevail over this Agreement to the extent of any inconsistency in relation to the provision of the Payment Facility.

c. If Ordermentum changes its Payment Provider you may be asked to agree to the new terms relevant to that provider.

11 GENERAL

a. Entire agreement: These Terms, together with the Ordermentum Privacy Policy and the terms of any other notices or instructions given to You under these Terms & Conditions, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Ordermentum relating to the Services and the other matters dealt with in these Terms. b. Waiver: If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

c. Delays: Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

d. No Assignment: You may not assign or transfer any rights to any other person without Ordermentum's prior written consent.

e. Severability: If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

g. Rights of Third Parties: A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.