

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.pragnetics.com** (the "Site"). This Site is owned and operated by Pragnetics Pty Ltd. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Pragnetics Pty Ltd and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- STIC® - Magnetic walking aid attachment.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and

- Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard delivery by post. Delivery 5-7 business days; or
- Express delivery by post. Delivery 1-3 business days.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 30 days after receipt of your goods.

Refunds do not apply to the following goods:

- STIC - Walking stick attachment. Where any item has been diminished or cannot be resold at equal value.

Returns

Returns can be made by mail. To return a good by mail, follow the following procedure:

Pack your goods and post to the return addressed 61 Breillat Street Annandale, NSW, 2038, AUS.

Labelled 'Pragnetics Return' and pay the necessary postage.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any

other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Pragnetics Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Pragnetics Pty Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Pragnetics Pty Ltd are unable to resolve any dispute through informal discussion, then you and Pragnetics Pty Ltd agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Pragnetics Pty Ltd.

Notwithstanding any other provision in these Terms and Conditions, you and Pragnetics Pty Ltd agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- Please ensure that you, the customer, are aware that the magnetic wall mounts may cause damage to painted and unpainted walls/surfaces when removed. Pragnetics takes no responsibility for any damage that may occur and will not be held liable for any claims.; and
- Please ensure that you, the customer, are aware that there may be risks associated with the use of magnets with and around implantable medical devices. Be sure to consult with your medical professional and/or the medical device manufacturer before purchasing our products.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be

removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@pragnetics.com

61 Breillat street Annandale NSW 2038

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of November, 2023