

## **myGAS PORTAL and myGAS MOBILE TERMS OF ACCESS AND USE**

**AIR LIQUIDE AUSTRALIA LIMITED** (ACN 004 385 782) of Level 12, 600 St Kilda Road, Melbourne Victoria 3004, Australia ("**AIR LIQUIDE AUSTRALIA**") and **AIR LIQUIDE NEW ZEALAND LIMITED** (NZBN 9429032036121) of 19 Maurice Road, Penrose, Auckland 1061, New Zealand ("**AIR LIQUIDE NEW ZEALAND**") (individually or together referred to as "we" or "**AIR LIQUIDE**") offer their customers access to the myGAS Online Portal <https://myportal.airliquide.com/MyGas/AU/> ("**myGAS Portal**"). In addition, AIR LIQUIDE AUSTRALIA offers its customers access to the myGAS Mobile App ("**myGAS Mobile**"). In each case, and to the extent applicable, such access is provided subject to (and in reliance on) the customer's acceptance of the following terms.

**IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THE myGAS PORTAL or myGAS MOBILE APP.**

### **Licence to use myGAS Portal and myGAS Mobile**

myGAS™ is a trade mark of the AIR LIQUIDE GROUP.

AIR LIQUIDE is either owner and/or licensee of all proprietary rights, including copyright, to the myGAS Portal and myGAS Mobile and associated materials.

Our general website terms of use, which also apply to use of the myGAS Portal and myGAS Mobile, are located at <https://au.airliquide.com>. In addition, the following applies to any licence we grant to use the myGAS Portal and myGAS Mobile.

### **Orders / Transactions**

If you place an order or enter into any other transaction through the myGAS Portal or myGAS Mobile, you do so on the basis of our Supply Terms – Packaged Gases (which can be accessed at <https://au.airliquide.com/legal>), except to the extent we otherwise agree with you in writing.

If you have a contract with Air Liquide on foot which covers the products, equipment or services you order under the myGAS Portal or myGAS Mobile (**Supply Contract**), your order/transaction will be considered an order/transaction pursuant to, and governed by, the terms of the Supply Contract.

### **Disclaimer**

Except to the extent you have any Consumer Rights (refer below), you agree that all terms, conditions, warranties, guarantees and obligations in relation to the information on the myGAS Portal or myGAS Mobile and the supply of goods or services by us to you which would otherwise be implied or granted by statute or general law are excluded, to the extent legally permissible.

Specifically:

- any information contained on the myGAS Portal and myGAS Mobile is for evaluative purposes only and is not intended to be relied upon by, or to create any warranty to, you or any other person;
- we endeavour to ensure that all information provided on myGAS Portal and myGAS Mobile is accurate, complete and up to date, but we take no responsibility for any error or omission relating to this information or for its suitability for your purposes;
- our prices and product information concerning products may change at any time, and are not represented as being complete;
- no representation or warranty about our products, equipment or services is made;

- we do not warrant that the functions contained in this myGAS Portal and myGAS Mobile will be uninterrupted or without error or that myGAS Portal and myGAS Mobile will be accessible at any particular time, or for any particular length of time; and
- we do not provide any warranty or make any representation in relation to any website linked to myGAS Portal and myGAS Mobile.

If you decide to use this myGAS Portal or/and myGAS Mobile, you acknowledge that you have not relied on any warranty or representation made by Air Liquide which has not been stated expressly in this licence.

### **Exclusion of Liability**

If you are a customer in New Zealand that is not a consumer for the purposes of the *Consumer Guarantees Act 1993* (CGA), you agree that the provisions of the CGA will not apply to your use of the myGAS Portal (and if made available to New Zealand customers in future, myGAS Mobile).

If you are a Customer:

- (a) in Australia, and you are a consumer (as that term is defined in the Australian Consumer Law (“ACL”); or
- (b) in New Zealand and you are a consumer (as that term is defined in CGA) and you are not in trade,

you have certain rights that cannot be limited or excluded (“**Consumer Rights**”), and nothing here is intended to have the effect of doing so. Nothing in these myGAS Portal and myGAS Mobile Terms of Access and Use are intended to unlawfully restrict, modify or limit such rights.

Subject to any Consumer Rights, and otherwise to the extent permitted by law, USE OF THE myGAS Portal and myGAS Mobile IS ENTIRELY AT THE USER'S OWN RISK and Air Liquide excludes any liability for any direct, special, indirect or consequential damages, losses, expenses or costs you may suffer arising out of your use of the myGAS Portal or myGAS Mobile or any error, omission or misrepresentation in any material on the myGAS Portal or myGAS Mobile.

If you have Consumer Rights under the ACL, and the ACL permits us to limit the remedies available to you, we limit our liability for loss suffered or incurred by you in connection with the use of myGAS Portal or myGAS Mobile to one or more of the following (at our election):

- (a) in respect of goods supplied:
  - i. replacing the goods or supplying equivalent goods;
  - ii. repairing the goods;
  - iii. paying the cost of replacing the goods or of acquiring equivalent goods; or
  - iv. paying the cost of having the goods repaired.
- (b) in respect of services supplied:
  - i. resupplying the services; or
  - ii. paying the cost of having the services supplied again.

These myGAS Portal and myGAS Mobile Terms of Access and Use shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the relevant Air Liquide entity (which offers you access) has its registered office.