

MSY Website Terms and Conditions

1. MSY Website Terms and Conditions of Sale

“MSY” refers to the following corporate entities registered in Australia:

- MSY Technology (TAS) Pty. Ltd. (ACN 606 907 760),
- MSY Technology (SA) Pty. Ltd. (ACN 123 607 198),
- MSY Technology (QLD) Pty. Ltd. (ACN 112 112 437),
- MSY Technology (WA) Pty. Ltd. (ACN 132 230 409),
- MSY Technology (NSW) Pty. Ltd. (ACN 102 819 821),
- MSY Technology Pty. Ltd (ACN 093 529 401).

These Terms and Conditions constitute a legally binding contract between the customer (“you”) and MSY. By placing an order for Goods or Services from MSY website www.msy.com.au (“Website”), you agree to these Terms and Conditions. If you do not accept these terms, you must refrain from using this website or making a purchase from the Website.

2. Terms and Conditions of Use of this Website

- 2.1 MSY reserves the right to amend, update, remove these terms of sales, website functionality or stop/suspend the website operation to you from time to time without notice. Amended terms and conditions will be posted on the Website and will become effective immediately after posting. By continuing to use the Website after the revised and/or amended terms and conditions have been posted, you agree to be bound by the revised and/or amended terms and conditions. In the event any part of the Terms and Conditions is found to be unenforceable then you agree that they will be severed from the Terms and Conditions and the remainder of the Terms and Conditions will remain in full force and effect.
- 2.2 MSY reserves the right to change the prices of Goods or Services at any time without notice.
- 2.3 This website and contents are provided to you on the information may contain typographical errors, technical inaccuracies, price inaccuracies or other errors and may not be accurate, complete or current. We will highly appreciate if you report to us with any error or omission in any information via our customer feedback email address feedback@msy.com.au
- 2.4 The photographs and colour of the Goods as shown on this Website are for illustrative purposes only and may vary from actual Goods depicted or described or received.
- 2.5 This Website may feature or display third party advertising or content, these third party content does not necessarily represent views of MSY, nor does MSY necessarily recommends or endorses the relevant advertiser and/or the advertised goods or services.

- 2.6 This Website may contain links to other websites or contents which are operated by third parties, these links are provided for your convenience and may not remain current or be maintained. MSY is not responsible for the contents or privacy practices associated with linked websites or implied endorsement for the operation of these linked websites. Please review carefully when you visit these linked websites.
- 2.7 MSY is not liable for any loss suffered by you in connection with the unavailability of this Website, either due to the unavailability in part of the functions of this Website, or in its entirety.
- 2.8 Goods or Services listed on this Website may not be available at all MSY branches, please check from the MSY Website for stock allocation and availability.
- 2.9 Goods or Services listed on this Website may require ordering stock from MSY warehouse or from MSY supplier prior to shipping to you.
- 2.10 Goods or Services listed on this Website may be available for online sale only and not available at MSY branches.
- 2.11 Goods or Services specified as "Promotion stock" or "Clear out stock" at one of MSY branches may not be available at all of MSY branches and the in-store prices of these Goods or Services may vary from the prices shown on this Website.
- 2.12 "These Terms and Conditions" and "Terms of Use" are governed by and constructed in accordance with the Australian laws, MSY makes no representations that the content of this Website complies with the laws of other countries.
- 2.13 You understand and agree that MSY may refer any suspected illegal activity to appropriate law enforcement authorities.
- 2.14 MSY may not be liable for any loss caused by delays in performing any obligation if such delays are beyond reasonable control of MSY, such as failure of electricity supply, bank payment systems or postal deliveries.
- 2.15 The failure by MSY to exercise any right under these terms will not constitute a waiver of such right. Any Waiver of any provision under these terms will only be effective if it is in writing and signed by MSY.
- 2.16 MSY may use cookies to gather data in relation to your use of this website.
- 2.17 MSY may collect and manage your personal information in compliance with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) as may be amended from time to time and we respect your privacy in relation to any personal information given to us.
- 2.18 MSY is committed to be complying with its obligations under the Spam Act 2003 (Cth), you have the right to unsubscribe from electronic messages sent by MSY at any time.
- 2.19 MSY may use, modify and reproduce any of your suggestions or feedbacks or ideas submitted to MSY without any obligation to compensate you.

- 2.20 You must take your own precautions to ensure that accessing this Website does not expose you to the risk of viruses which may damage your computer. MSY will not be liable for any losses, liabilities, damages in connection with your use of this Website.
- 2.21 All Goods or Services sold by MSY come with Consumer Guarantees that cannot be excluded and any rights which you may have under the Australian Consumer Law will not be limited. MSY may provide manufacturer's extended care pack which is in addition to the Consumer Guarantees available under the Australian Consumer Law ("**ACL**"). The manufacturer's extended care pack may include: Accidental Damage Protection, Thunderstorm Protection, Liquid Spillage Protection. Your rights under the ACL generally provide the protection for your purchased Goods or Services which may exceed that of provided by the manufacturer's voluntary warranty and therefore under certain circumstances you may not need to obtain any extended manufacturer's warranty. MSY will provide details on manufacturer's extended care pack whenever available.
- 2.22 Your credit card issuer may have promotions, marketing activities for you to use; for example: extended interest free, extended warranty free, Travel / Hotel / Air / Dining / Car / Gift points and discounts. Any of credit card issuer activities are generally considered as a legally binding contract between your credit card issuer and you. MSY is not responsible or endorse, whether explicit or implied, for the operation of these credit card issuer activities. Please review your credit card issuer's policy carefully.
- 2.23 Goods shown on this Website or other marketing material issued by MSY as "Refurbished Stock" or "EX-DEMO" are Goods which were previously used with cosmetic blemish or imperfection or repaired or refurbished by the manufacturer. All Refurbished or EX-DEMO stock are in working conditions which comes with Consumer Guarantees under Australia Consumer Law that cannot be excluded.
- 2.24 Stock availabilities are the last known stock level ONLY and are subject to change. If MSY cannot supply the Goods or Services to you, MSY will notify you by telephone or your email address as soon as possible. Stock availability for Goods or Services supplied by MSY will be indicated on the Website as follows:
- a. **In stock** - (Stock is available).
 - b. **Low stock** - (Stock is low. You should contact MSY to confirm on stock availability).
 - c. **Awaiting stock** - (Stock is available but may require transfer from other branches or other warehouses).
 - d. **Online Delivery ONLY** - (Stock is available at warehouses but only for online orders made at this Website and delivery to your place ONLY. Your delivery address must be a valid address within Australia and cannot be a freight forwarding location).

- e. **Out of Stock** - (Stock is unavailable at the selected branch or warehouse but may be available at other branches or warehouses, please check stock allocation on this website)
 - f. **Special order** - (Goods or Services need to be ordered from supplier. Delivery time depending on supplier and may take from 7 days to 4 weeks' of time).
- 2.25 If any part of these terms is found to be invalid, void, or any reason unenforceable then that provision will be deemed to be severed and the remaining terms and other provisions will remain the validity between you and MSY.
- 2.26 Parts purchased at MSY are recommended to be assembled or installed or assisted by knowledgeable technical person.

3. Pricing and Goods and Services Taxes (“GST”)

- 3.1 The Goods or Services offered on this Website are GST inclusive.
- 3.2 Goods or Services offered on this Website is based on Cash Price.
- 3.3 MSY reserves the right to change the prices without notices.
- 3.4 MSY reserves the right to correct any errors published on the Website.
- 3.5 The Goods or Services offered on this Website are offered in Australian Dollars and shipped domestically in each Australian State and Territory.
- 3.6 By placing an order, you agree to pay the price of the Goods, Delivery, Handling and Credit Card Surcharge charge where applicable.
- 3.7 Images of Goods or Services shown on this Website but without any advertised price accompanying that image are not offered for sale.
- 3.8 MSY will provide you with itemised GST inclusive receipt or itemised GST inclusive tax invoice as proof of purchase.

4. Your Online Account

- 4.1 If you are under 18 years of age, you must obtain consent from your parents or legal guardian prior to registering as a user of this Website or to purchase Goods or Services from this Website.
- 4.2 You need to create one account as a user of this Website before placing an order and you may not create an account for another person.
- 4.3 Please ensure that you enter all information carefully when creating an account and make sure all information provided by you is complete, true and accurate.
- 4.4 You must provide your name, address, mobile or telephone number, a valid email address and a secure password before MSY activates your account or supply Goods or Services to you.

- 4.5 Your delivery address must be a valid address within Australia and cannot be a freight forwarding location.
- 4.6 MSY only accepts one account registration for every valid email address.
- 4.7 You cannot use other MSY users' accounts without their permission.
- 4.8 You may receive an email confirmation from MSY after you create your account.
- 4.9 If you forget your password, please contact MSY. MSY will send a new password by email to your registered email address.
- 4.10 Stock availabilities are the last known stock level ONLY and are subject to change. If MSY cannot supply the Goods or Services to you, MSY will notify you by telephone or your email address as soon as possible.
- 4.11 A binding contract between MSY and you only exists when MSY accepts your online order and delivers your online order.
- 4.12 The Goods or Services specified as "Online ONLY" on this Website may be available to purchase from the Website only.

5. Delivery

- 5.1 MSY delivers its Goods or Services in each Australian State and Territory, using Australia Post or our nominated courier.
- 5.2 All prices listed on the Website are exclusive of delivery charge, unless otherwise stated.
- 5.3 All prices listed on the Website are exclusive of handling fee.
- 5.4 All weights and dimensions of Goods or Services described on the Website are approximated and should be used as guidance only.
- 5.5 Goods or Services may not be available for immediate dispatch or delivery, MSY will use its best endeavour to deliver your order within a reasonable timeframe.
- 5.6 Delivery times may be longer for regional or remote areas in Australia.
- 5.7 The delivery address must be an address within Australia and cannot be a freight forwarding location.
- 5.8 You may be required to receive delivery of your order in person.
- 5.9 When you place separate orders the Goods or Services will be delivered separately and a separate delivery charge will apply to each order.
- 5.10 MSY may deliver your order from different states' warehouses in separate shipments and separate invoices.
- 5.11 MSY will deliver to a P. O. Box in Australia where possible as requested by you and please provide personal ID when you collect the Goods.
- 5.12 MSY will not deliver to a Parcel Locker.

- 5.13 The applicable shipping costs are calculated at the checkout of your online order.
- 5.14 Shipping costs are affected by the size, weight and materials of your ordered Goods or Services and your location.
- 5.15 You are responsible to provide correct delivery address. If an incorrect delivery address was provided and MSY is subsequently notified of the error, MSY will do our best to redirect the parcel to the updated delivery address. However, if this occurs then you understand that additional delivery costs may be charged by Australia Post or our nominated courier and you agree to pay such additional delivery costs. If the additional delivery costs is known then MSY will endeavour to inform you of the costs first.

6. Offer and Acceptance of Your Online Order

A binding contract for the sale and supply of Goods or Services will only come into effect when your online order is successfully submitted and accepted by MSY as follows:

- 6.1 Placing an order for the Goods or Services using this Website.
- 6.2 Your order is recorded and stored in MSY database.
- 6.3 Your order is successfully acknowledged by the Website by progressing to the checkout stage.
- 6.4 MSY receives full payment from you for the Goods or Services, plus any applicable charges as stated on your order.
- 6.5 If your order is not accepted by MSY, MSY will notify you by telephone or email and refund your payment in full.
- 6.6 If your order is accepted by MSY, MSY will send a confirmation email to you as soon as practicable after receiving your order and payment.
- 6.7 MSY will be deemed to have accepted your order when your order is despatched from MSY to your nominated address.
- 6.8 An automated confirmation of a successful order submitted by you is an offer by you to purchase the Goods or Services for the price plus the Delivery / Handling / Service charge as shown at the time of submission of your order. MSY may, in its sole and discretion, accept or reject your offer and refund your payment in full if your offer to purchase is not accepted.

7. Online order and picking up from one of MSY branches

A binding contract for the sale and supply of Goods or Services will only come into effect when your online order is successfully submitted and accepted and confirmed by MSY and the said online order is picked up by you.

- 7.1 Payment for your online order is not required until you pick up Goods or Services from one of MSY branches.

- 7.2 The relevant MSY branch will process and prepare your ordered Goods or Services for you and contact you either by telephone or email when the Goods or Services is ready for your collection.
- 7.3 Please ensure you receive confirmation either by telephone or email from MSY before visiting the relevant MSY branch and collect your ordered Goods or Services.
- 7.4 Please provide details of confirmation from MSY when collecting your ordered Goods or Services at the relevant MSY branch.
- 7.5 Online orders to be collected at a MSY branch must be collected within 3 working days from the relevant MSY branch after MSY sends you a confirmation and giving you notice, either by telephone or email, that your order is ready for collection. If your order is not collected within this timeframe, the relevant MSY branch has the right to re-allocate those Goods or Services to another customer and reorder those Goods or Services for you again.
- 7.6 MSY cannot accept couriers in paying and collecting your ordered Goods or Services.
- 7.7 The Goods or Services specified as “Online ONLY” on this Website may be available for online orders and subsequent delivery to your address only.

8. Payment

- 8.1 All payment must be made in full prior to delivery or dispatch or release of your order.
- 8.2 The Website accepts VISA/MasterCard Credit Card, VISA/MasterCard Gift Card, VISA/MasterCard Debit Card, ZipMoney, PayPal as methods of payment for your online order and subsequent delivery.
- 8.3 For online orders and subsequent collection of the orders at a MSY branch, MSY accepts the following methods of payment:
 - a. Cash on collection.
 - b. EFTPOS.
 - c. Money Order / Cheque – a period of 3 working days is required by the bank to clear your payment before your ordered Goods or Services may be collected.
 - d. VISA/MasterCard Credit Card, VISA/MasterCard Gift Card, VISA/MasterCard Debit Card. Credit card surcharges will apply for each order.
- 8.4 MSY may request your personal ID for credit card, Money Order and corporate cheque transactions.

9. Damaged or Faulty Goods or Services

If the Goods or Services ordered by you arrived damaged or is not in merchantable quality, MSY will repair, exchange or refund Damaged/Faulty Goods or Services in accordance with the MSY Repair, Exchange and Refund Policy and your rights under the Australian Consumer Law.

10. MSY Repair, Exchange and Refund Policy.

- 10.1 MSY wants you to be satisfied with your purchase either online or in-store. MSY recommend you read MSY Refund, Exchange and Refund policy prior to you making a purchase from MSY.
- 10.2 The clauses of the MSY Website Terms and Conditions are not intended to exclude or limit any rights under the Australian Consumer Law (“ACL”).
- 10.3 The ACL provides certain guarantees to consumers when they purchase Goods or Services and these guarantees cannot be excluded, restricted or modified.
- 10.4 MSY recommends you inspecting the Goods upon receipt to ensure you are satisfied with the Goods’ quality and description.
- 10.5 Please keep and retain your proof of purchase – for example: your receipt, invoice or banking transaction.
- 10.6 The Consumer Guarantees provided under ACL have no set or fixed time limit – the applicable time limit on the Consumer Guarantee for your purchase is determined by the price and nature / type of your purchased Goods. Consumers may be entitled to remedies under the Consumer Guarantee after manufacturer’s warranty or manufacturer’s extended care plan (if any) expires.
- 10.7 For Goods that are damaged in transit or during delivery, MSY will arrange to have the damaged Goods returned to MSY and either arrange for exchange of the Goods or refund the purchase price to you.
- 10.8 MSY does not have any general obligation to provide refund, exchange or repair under the following circumstances:
 - a. If you change your mind.
 - b. If you decided you do not like the purchase.
 - c. If you decided that you had no use for the purchase.

However, MSY would like to provide additional security for its customers, over and above the consumer’s rights under the Consumer Guarantee for change-of-mind customers and MSY will provide you with a full refund or exchange to other Goods noting price difference, if:

- i. you return the purchased goods to MSY within 14 days of the purchase date. For online purchases, the purchase date is the date you receive your ordered Goods;
- ii. you have and bring the proof of purchase in the form of tax invoice and/or receipt;

- iii. the returned Goods and its packaging are in its original condition including all manuals and accessories;
 - iv. the returned Goods is in re-saleable condition; and
 - v. you agree to be responsible for the shipping cost of returning the Goods to MSY.
- 10.9 Please package all returned Goods safely before returning the Goods to MSY for repair, exchange or refund.
- 10.10 If you experience problems with your purchased Goods, You are entitled for free repair, exchange or refund. If you choose for repairing, MSY will attend to the repair of your Goods within a reasonable time. You may be provided with an indicative repair time, normally, it takes 2-4 weeks for repair, but it may take longer if Goods need to be repaired at an overseas workshop or require parts delivered from overseas. If it is not repaired within a reasonable time, MSY will exchange or refund the Goods.
- 10.11 You may be required to pay labour, assessment and/or freight charges where your rights under ACL do not apply, such as when Goods are assessed to have been damaged by accident, misuse, liquid spillage, flood, fire, earthquake, thunderstorm or to have been damaged by abuse, unauthorised modification to alter manufacturer's original functionality or capability and becoming unsafe to use. MSY reserves the right to have the returned Goods accessed within a reasonable timeframe by the manufacturer's specialist in the determination of the cause of the problem.
- 10.12 If any Goods that you returned contain your generated data such as files or information stored on a Hard Disk, SSD, Flash Memory, mobile phone, MSY strongly recommends you to back up your data to prevent data loss and remove any data before repairing/exchange/refund your Goods.
- 10.13 If any Goods which you returned requires more than 3 separate and independent repairs, MSY will exchange or refund the Goods to you.
- 10.14 Where a failure does not amount to a major failure, MSY will provide you with a repair, exchange, refund or other suitable remedy.
- 10.15 If the problem is major failure or cannot be fixed, you are entitled to exchange or refund for your purchased Goods. Goods with any of the following characteristics will be deemed to have major failures:
- a. Goods with this problem would have stopped someone from buying it had they known about it.
 - b. is unsafe.
 - c. is significantly different from the sample or description.
 - d. fails to do what MSY said it would, or what you asked for and can't be easily fixed.
- 10.16 Refund for online purchases.

All successful refunds may take up to 5 business / working days to be processed after MSY receives the return Goods. Please ensure you return

the Goods to the State where you made the purchase in and that the Goods are returned accompanied by proof of purchase.

10.17 Refund for in-store purchases.

All successful refunds will be issued immediately but may take up to 3 business / working days for financial institutions to process the refunds. Please ensure you return the Goods to the MSY branch where you made the purchase in and that the Goods are returned accompanied by proof of purchase.

10.18 MSY may request you to provide us with personal information during refund to assist us in complying with the refund processes.

10.19 MSY has a general obligation to provide customers with remedies whenever a problem arises, however under ACL, customers also have the right to approach manufacturers for remedies directly. Many manufacturers have dedicated support centres to provide home pick-up/delivery support and troubleshooting support for customers.

10.20 If at any time, you feel that your rights, as observed in accordance with MSY Repair, Exchange and Refund Policy on this Website, are not being satisfied by our staff, then you may escalate your dispute in writing by following the process stated in Clause 12 of MSY Website Terms and Conditions.

11. Feedback / Complaints

11.1 MSY would like to hear from you for any suggestion. Your feedback will be an opportunity to improve our business and service. You can lodge your feedback and/or complaint with MSY by emailing us at feedback@msy.com.au or <https://www.msy.com.au/contact-us>

To help MSY processing your feedback or complaint please provide us with the following information:

- Your name and contact details.
- If applicable, the name of the person you have been dealing with about your ordering service.
- The nature and description of the feedback / complaint.
- If applicable, date of purchase.
- If applicable, reference number, invoice number, product name and serial number.
- If applicable, details of any steps you have already taken to resolve the complaint.
- If applicable, details of conversations you may have had with MSY that may be relevant to your complaint.
- If applicable, copies of any documentation which supports your complaint.

11.2 If your feedback / complaint is related specifically to an online order and delivery to your place, please email MSY at online@msy.com.au.

11.3 You may also consider calling a local MSY call centre in your area:

VIC: (03) 97009771

QLD: (07) 32901908

NSW: (02) 9726 1997

SA: (08) 8212 1656

WA: (08) 9344 1002

TAS: (03) 9700 9766

11.4 You may consider speaking to the duty manager at your MSY local branch for direct assistance.

11.5 You may consider emailing your MSY local branch where you made your purchase:

VIC

Malvern: malvern@msy.com.au

Dandenong South: dandenong@msy.com.au

Pascoe Vale: pascoe@msy.com.au

Clayton: clayton@msy.com.au

Brooklyn: brooklyn@msy.com.au

North Melbourne: northmelbourne@msy.com.au

Cheltenham: cheltenham@msy.com.au

Mitcham: mitcham@msy.com.au

Geelong-CBD: geelong@msy.com.au

NSW

Auburn: auburn@msy.com.au

Ultimo: ultimo@msy.com.au

Kingsford: kingsford@msy.com.au

Hurstville: shurstville@msy.com.au

Mount Pritchard: mountpritchard@msy.com.au

SA

Adelaide CBD: adelaide@msy.com.au

Plympton North: plympton@msy.com.au

Holden hill: holdenhill@msy.com.au

Elizabeth: elizabeth@msy.com.au

Port Adelaide: portadelaide@msy.com.au

WA

Balcatta: balcatta@msy.com.au

Cannington: cannington@msy.com.au

TAS

Glenorchy: glenorchy@msy.com.au

QLD

Morningside: morningside@msy.com.au

Slacks creek: slackscreen@msy.com.au

Brendale: brendale@msy.com.au

Gold Cost-Varsity Lakes: varsitylakes@msy.com.au

Ipswich-Bundamba: bundamba@msy.com.au

11.6 You may consider contacting the relevant manufacturer's support centre:

Company name	Phone number
Notebook	
Acer	1300 365 100
Asus	1300 278 788
Lenovo	1800 041 021
Toshiba	13 30 70
Samsung	1300 362 603
HP	13 10 47
Gigabyte	03 8561 6288
MSI	1300 222 688
Monitors	
Acer	1300 365 100
Asus	1300 278 788

Lenovo	1800 041 021
AOC	1300 262 669
Toshiba	13 30 70
Samsung	1300 362 603
Phillips	1300 360 386
LG	1300 54 2273
BenQ	1300 130 336
Viewsonic	1800 880 818
Network products	
Asus	1300 278 788
TP-Link	1300 875 465
D-Link	1300 700 100
Netgear	1300 361 254
Linksys	1800 605 971
Billion	02 8999 0728
Belkin	1800 235 546
EDIMAX	03 9543-1888
Netcomm	NSW / ACT: (02)9424-2059
Netcomm	VIC / TAS: (03) 9012-3399
Netcomm	SA / NT: (08) 8121-9001
Netcomm	QLD: (07) 3102-8870

Netcomm	WA: (08) 9467-8980
Printers	
Epson	1300 361 054
Samsung	1300 362 603
Canon	13 13 83
HP	13 10 47
Lanier	1300 362 345
MISC	
Thermaltake	(03) 9544-6587
ASUS	1300 278 788

12. For more information about the Australian Consumer Law and Consumer Guarantees, visit: www.consumerlaw.gov.au or www.acc.gov.au