



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

**AIR LIQUIDE AUSTRALIA LIMITED** ACN 004 385 782 of Level 9, 380 St Kilda Road, Melbourne Victoria 3004 ("AIR LIQUIDE" or "we") offers access to the myGAS Online Portal <https://myportal.airliquide.com/MyGas/AU/> ("myGAS Portal") and the myGAS Mobile App ("myGAS Mobile") to its customers, 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.**

### **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

[http://docs.airliquide.com.au/other/Legal/ALA\\_WebSite\\_Terms\\_WebsiteAccess.pdf](http://docs.airliquide.com.au/other/Legal/ALA_WebSite_Terms_WebsiteAccess.pdf).

In addition, the following specifically applies to the licence we grant you here 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 <http://www.airliquide.com.au/en/terms.html>), 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**

If you are a Consumer under the Australian Consumer Law, you are entitled to certain Consumer Rights that cannot be excluded. Except to the extent any Consumer Rights may apply to the licence we grant you here, if you are a Consumer, you agree that all terms, conditions, warranties, guarantees, representations 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 be otherwise be implied or granted by statute or general law are excluded, to the extent legally permissible.

Specifically:

Except to the extent we otherwise agree with you in writing, any information contained on 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.

Except to the extent we otherwise agree with you in writing, our prices and product information concerning products may change at any time, and are not represented as being complete.

Any representation or warranty about our products, equipment or services is made only to our customers under our Supply Terms – Packaged Gases, except to the extent we otherwise agree with you in writing.

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.

We do not provide any warranty or make any representation in relation to any website linked to myGAS Portal and 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**

Subject to any Consumer Rights you may have if you are a Consumer, and otherwise to the extent permitted by law, USE OF THE myGAS PORTAL and 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 myGAS Portal or myGAS Mobile.

To the extent you have any Consumer Rights as a Consumer which apply to this licence, and the Australian Consumer Law 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 are governed by the laws applicable in the State of Victoria.