

Terms of Service (Effective February 1st, 2021)
LAST UPDATED 01-02-2021

These Terms of Service (“Agreement” or “Terms”) are a legal agreement between you and Rely Services Pty Ltd. Which may be referred to collectively as “Rely Services”, “Rely”, “PW Subscriptions”, “Pureworx”, “we”, “our”, or “us”). This Agreement governs purchase of any Pureworx Subscriptions and if you do not agree, please do not purchase a Subscription. We may revise these Terms at any time. Your continued usage of the Subscriptions will mean you accept those changes, and you agree to comply with all applicable laws and regulations. The materials provided on the Pureworx Subscriptions are protected by law. The terms “Subscriber”, “you”, “your”, “user”, and “users”, as used herein, refer to all individuals and/or entities accessing the Pureworx Subscriptions for any reason.

PLEASE NOTE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECT HOW DISPUTES WITH RELY SERVICES ARE RESOLVED. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THE ARBITRATION PROVISION (SECTION 11). PLEASE READ IT CAREFULLY.

1. ELIGIBILITY

You must be 18 years of age or older to purchase Pureworx Subscriptions.. By purchasing a Pureworx Subscription, you represent accept the Terms and warrant to us that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by these Terms. You also represent and warrant to us that you will use the Pureworx Subscriptions in a manner consistent with any and all applicable laws and regulations.

2. USE OF THE PUREWORX SUBSCRIPTIONS

If you use the Pureworx Subscriptions, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password (whether authorised or not). We reserve the right to refuse service, terminate accounts, remove or edit content, and/or cancel orders in its sole discretion.

3. TERMS OF SALE

3.1. Sale of Products and Subscriptions

Rely Services Pty Ltd sells Pureworx cleaning product to subscribers on a schedule they choose from the options we make available. You may not purchase Products or Subscriptions for further distribution or resale or for any other commercial or business purpose.

3.2. Product and Subscription Pricing

The price that we will charge you for the Products and Subscriptions depends on the Subscription you choose and the delivery frequency. The price is inclusive of GST and delivery. We reserve the right to change prices for Products and Subscriptions at any time (with notice to you), and, unless otherwise required by applicable law, we do not provide price protection or refunds in the event of promotions or price decreases. If you do not wish to continue to receive the relevant Product(s) at the increased price, then you must permanently cancel your Subscription in accordance with Section 4.3 below. You must do this at least five working days before the first date we ship Products to you after the price change takes effect. Unless you permanently remove the relevant Product(s) or cancel your Subscription, you will be charged the increased price for the Product(s) for all deliveries of the Product(s) after the date on which the price change takes effect. Unless otherwise stated, all prices quoted are in Australian dollars and where applicable, inclusive of all GST (as that term is defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

3.3. Refunds

If you are dissatisfied with any of our Products for any reason, we will refund the amount paid for the Product(s) in your most recent delivery (if you received a discount, then the amount we will refund is the discounted price) if you provide notice to us as described below. Refund requests must be made directly to us at orders@pureworx.com.au within 14 days of the date of shipment by us. If we ask you to do so, you must return the Product(s) in accordance with the instructions which we give you. We are not liable for Products that you return to us that are damaged or lost in transit to Rely Services, so we advise you to return your Product(s) using a tracked delivery method. Promptly following Rely Services' receipt of your request (typically within five (5) business days), or, if applicable, promptly following return of your Product(s), Rely Services Pty Ltd will credit the amount paid for the returned Product(s) (less any shipping and handling costs/fees related to the original purchase, which are non-refundable) to the Payment Method you used to make the original purchase. Notwithstanding the foregoing, we do not control when a specific Payment Method company processes a chargeback transaction. You are responsible for contacting your Payment Method company if you have questions about the status of the chargeback. We will not provide a refund for a request that is received by Rely Services more than 14 days after the date of original shipment. We also do not provide a refund for returned Products that are damaged due to misuse, lack of care, mishandling, accident, abuse or other abnormal use. Our goods come with guarantees that cannot be excluded under certain laws. The benefits and limitations set out above are in addition to all other rights and remedies that you have under applicable law and do not limit, exclude or restrict your rights which cannot be limited, excluded or restricted under applicable law, including the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).

4. MEMBERSHIP TERMS AND CANCELLATION POLICY

4.1. Recurring Membership; Automatic Renewal

YOU ACKNOWLEDGE AND AGREE THAT EACH SUBSCRIPTION AUTOMATICALLY RENEWS UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS

We will automatically renew your Subscription and charge your Payment Method, unless we or you cancel your Membership in accordance with these Terms. Your Payment Method will be charged at least one full business day prior to your next shipping date. We will charge your Payment Method with the applicable recurring cost of your Subscription, and any Add-On Products. You authorise this renewal by agreeing to the automatic renewal of your Subscription and these Terms during the Subscription sign-up process. To avoid being charged, you must cancel your Subscription in accordance with Section 4.3. We will continue to bill your Payment Method on a recurring basis (depending on the Subscription and shipping frequency selected) until you cancel.

4.2. Pausing and Resuming Products; Discontinuing Products

Your ability to pause Products

We offer our Subscribers the ability to temporarily pause any one or more Products included in their Subscriptions. During the Pause Period, Members will remain active Subscribers, but they will not receive the Products which they have paused in their next delivery. During the Pause Period, Subscribers will continue to receive communications from us via email, and continue to receive (and be charged for) the delivery of any Product with the exception of the paused Product(s). The amount we charge your Payment Method will be reduced, for your next delivery, to reflect the fact that we will not be delivering the paused Product(s). Requests to pause a Product must be received at least five full working days prior to your next shipping date to take effect for that delivery. Pause requests received by us through other channels (for example, by email to orders@pureworx.com.au) may take up to five (5) days to process. Otherwise, that request will take effect on the following delivery. Following the delivery for which you paused a Product, the Pause Period will end and the Product(s) that you paused will be included in subsequent deliveries (unless you pause it again or permanently remove it in accordance with these Terms). You may email any questions about the Pause Period to us at orders@pureworx.com.au

Our right to pause or discontinue Products

From time to time, we may pause a Product delivery — for example if there is no availability of that Product at the time of shipping. We may permanently discontinue Products included in your Subscription. If this applies to you, then we will send you an email, using the email address we hold for you. Your Payment Method will not be charged for Products which are not despatched, either because we have paused them or because they have been discontinued.

4.3. Membership Cancellation or Modifications

Cancellation by Us

We may cancel your Membership at any time if you do not make any payment to us when it is due. We reserve the right to not ship any Products to you unless your payment for those Products has cleared. We may also cancel your Membership at any time if any of the following conditions are met: (a) if you do not, within a

reasonable time of us asking for it, provide us with information that is necessary for us to provide the Product(s), for example, your postal address; (b) if you do not, within a reasonable time, allow us to deliver the Product(s) to you; or (c) if we suspect that a purchase was fraudulently made or an account was fraudulently set up.

Cancellation or modification by You

You may cancel or modify your Membership at any time via your subscription account. Cancellation or modification requests received by Rely Services through other channels may take up to five (5) business days to process—you may be charged for your next shipment if your cancellation request is not received in time for processing before your next shipping date. If you have any problems, please email us at orders@pureworx.com.au. If you cancel or modify your Membership, to the maximum extent permitted by applicable law, you will not be eligible for a prorated refund of any portion of the Subscription Fees paid for any unused days of the then-current Subscription term.

5. LIABILITY OF RELY SERVICES AND ITS LICENSORS AND PARTNERS

To the full extent permissible pursuant to applicable law, the use of the Pureworx Subscriptions and Products and Content, is at your own risk. The Contents in the Pureworx Subscriptions could include technical inaccuracies or typographical errors. We may make changes and/or improvements at any time.

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TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE ASSUME NO LIABILITY, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR OMISSION BY US, OUR AGENTS, AFFILIATES, JOINT VENTURE PARTNERS, INDEPENDENT CONTRACTORS, OR UNAFFILIATED THIRD PARTIES AS A

RESULT OF ANY ACT OR OMISSION IN FULFILLMENT OF OR IN BREACH OF THESE TERMS OR THE PRIVACY POLICY.

NOTHING IN THESE TERMS EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, CONDITION, REPRESENTATION, WARRANTY OR TERM WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED. IF ANY GUARANTEE, CONDITION, REPRESENTATION, WARRANTY OR TERM IS IMPLIED OR IMPOSED BY ANY APPLICABLE LAW AND CANNOT BE EXCLUDED (A "NON-EXCLUDABLE PROVISION"), AND WE ARE ABLE TO LIMIT YOUR REMEDY FOR A BREACH OF THE NON-EXCLUDABLE PROVISION, THEN OUR LIABILITY FOR BREACH OF THE NON-EXCLUDABLE PROVISION IS LIMITED EXCLUSIVELY (SO FAR AS APPLICABLE LAWS DO NOT PROHIBIT) TO, AT OUR OPTION, (A) IN THE CASE OF THE SUPPLYING OF THE PUREWORX SUBSCRIPTIONS AGAIN, OR THE PAYMENT OF THE COST OF HAVING THE PUREWORX SUBSCRIPTIONS SUPPLIED AGAIN AND (B) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED.

6. INDEMNITY

You agree to defend, indemnify, and hold Rely Services, its affiliates, licensors, suppliers, and third-party service providers, and each of their respective directors, officers, employees, contractors, agents, successors, and assigns (collectively, the "Rely Services Pty Ltd Parties") harmless from and against any claims, actions, demands, liabilities, and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Pureworx Subscriptions and/or Contents, or your violation of these Terms. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the user, in which event the user will cooperate in asserting any available defences.

7. MODIFICATION OR SUSPENSION OF THE PUREWORX SUBSCRIPTIONS

You agree that Rely Services may, in its sole discretion and at any time, modify, discontinue, or suspend its operation of the Pureworx Subscriptions, any part thereof (including any Contents), temporarily or permanently, without notice or liability to you. Where we reasonably consider that an amendment to these Terms will have a material detrimental effect on your rights and obligations, where reasonably practicable, we will give you prior notice before such amendment becomes effective.

8. CHOICE OF LAW

These Terms are governed in accordance with the laws of the state of Victoria, Australia without regard to its conflict of law provisions. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

9. MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS; CLASS ACTION WAIVER

Please read this Section (“Arbitration Agreement”) carefully. It is part of your contract with Rely Services Pty Ltd and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. Most customer concerns can be resolved quickly and to a customer’s satisfaction by writing to our customer service department at orderspureworx.com.au. In the unlikely event that our customer service department is unable to resolve a complaint you may have to your satisfaction; the terms of this Section 11 govern dispute resolution between us. After any dispute arises, the parties involved in the dispute may agree to resolve the dispute using arbitration. If the parties elect to use arbitration, disputes shall be referred to the Australian Centre for International Commercial Arbitration and be arbitrated in Australia (using appropriate telephonic communications).

10. QUESTIONS, COMPLAINTS, CLAIMS

If you have any questions, complaints or claims with respect to the Pureworx Subscriptions, please contact us at orders@pureworx.com.au. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

11. SEVERABILITY

If any of these Terms shall be deemed invalid, void, or for any reason unenforceable, those terms shall be deemed severable and shall not affect the validity and enforceability of any remaining terms. Failure of Rely Services to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance.

12. COMPLETE AGREEMENT

Except as expressly provided in a particular notice or disclaimer posted by or on behalf of Rely Services on the Pureworx Subscriptions, these Terms of Service, constitute the entire agreement between you and Rely Services with respect to the use of the Pureworx Subscriptions.