



MyJeweller™ Member Agreement.

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Welcome to Me and My Jeweller™. We are delighted that you are considering becoming a MyJeweller™ member. We invite you to carefully read the terms and conditions of this agreement. When you are completely satisfied that you fully understand and agree to the terms and conditions set out below then click the 'I agree' button at the end of this document which will allow you to proceed with your application.

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1 You ("Applicant") hereby apply for authorisation as a MyJeweller™ Member of the Me and My Jeweller™ independent MyJeweller™ Member programme.

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2 APPLICANT certifies that he/she is legally competent to enter into this agreement and & certifies that Applicant is of legal age in the same state in which Applicant resides. Me and My Jeweller™ reserves the right to accept or reject any application for any reason. Me and My Jeweller™ will notify you of your application's success within 7 days of receiving your application.

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3 APPLICANT understands that Me and My Jeweller™ reserves the right to accept or reject any application for any reason. Me and My Jeweller™ will notify the Applicant of the Applicant's success or otherwise within 24hours of submitting this Online Application.

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4 APPLICANT understands that there is no cost involved in becoming or maintaining an active MyJeweller™ Membership. If approved as a MyJeweller™ Member, membership continues for an unlimited period of time unless membership is terminated by Me and My Jeweller™ for any reason.

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5 APPLICANT understands that It is a requirement that the applicant has an email address before applying for membership so that Me and My Jeweller™ can keep a successful Applicant ("the MyJeweller™ Member") up to date and informed of events and information relating to Me and My Jeweller™.

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6 APPLICANT understands that it is the responsibility of the MyJeweller™ Member to advise the Me and My Jeweller™ of the MyJeweller™ Member's postal address, phone and email details and of any changes to those details and Me and My Jeweller™ accepts no responsibility for any loss or damage the MyJeweller™ Member may suffer as a result of those details being out of date.

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7 APPLICANT understands that the MyJeweller™ Member will not produce, promote, or use advertising or promotional methods or materials of any kind

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containing or describing Me and My Jeweller's™ names, programmes, information, products, services and trademarks, copyrighted or otherwise protected intellectual property if such materials or methods are not first approved of in writing by Me and My Jeweller™.

8 APPLICANT has read, understands and agrees to be bound by the terms of this agreement which includes all rules, policies, procedures and discounts of Me and My Jeweller™ as displayed on the www.MeandMyJeweller.com.au website and hereby incorporated into and made part of this agreement, in its current form and as it may be amended by Me and My Jeweller™ from time to time.

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9 APPLICANT is NOT required to purchase any products, pay any fees, upgrade to any level or encourage other people to apply to become members in order to become a MyJeweller™ Member or maintain its membership of Me and My Jeweller™

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10 APPLICANT is not an agent, affiliate, employee or legal representative of his/her referee or Me and My Jeweller™ and will in no way represent him/herself as such. The APPLICANT will not be treated as an employee, agent or affiliate or legal representative

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11 APPLICANT understands that by clicking ' I agree' on the bottom of this document the Applicant confirms its understanding and acceptance of these terms and conditions. The Applicant agrees that it has not relied on any written or oral representation, arrangement; understanding or agreement not expressly set out or referred to in this Agreement.

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12 APPLICANT understands that that this agreement will be governed by the laws of Queensland, Australia. The APPLICANT understands and agrees that, all claims and disputes relating to this Agreement, the rights and obligations of the parties or any other claims or causes of actions relating to the performance of either party under this Agreement and/or Applicant's purchase of products shall be settled totally and finally by arbitration in Brisbane, Queensland, in accordance with the Commercial Arbitration Act 1990 and any amendment thereof.

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13 APPLICANT understands that any and all costs, including Solicitor's fees, incurred by Me and My Jeweller™ as a result of any breach of this Agreement or any other dispute between parties hereto shall be borne by APPLICANT. If any provision of this Agreement or its application to any person or circumstance shall become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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14 APPLICANT understands that a MyJeweller™ Member shall be entitled to cancel its Membership at any time and for any reason upon notice in writing to

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Me and My Jeweller™. Upon notification of cancellation or termination, Me and My Jeweller™ will confirm the cancellation or termination via an email dated the cancellation or termination date.

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15 APPLICANT understands that Me and My Jeweller™ reserves the right to terminate any MyJeweller™ Membership for any cause, as outlined in this Agreement and the current Policies and Procedures Manual.

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16 APPLICANT understands that all intellectual property pertaining to Me and My Jeweller™, including but not limited to trademarks, business names, logos, and advertising, the name Me and My Jeweller™, and any other names that may be adopted by Me and My Jeweller™, email and website addresses are of great value. My Jeweller™ Members must seek and receive written permission from Me and My Jeweller™ to produce, use, distribute or advertise Me and My Jeweller™ products using intellectual property pertaining to Me and My Jeweller™. Any My Jeweller™ Member doing so without Me and My Jeweller™ written approval may be subject to termination.

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17 APPLICANT understands that all advertising must use the words "Independent MyJeweller™ Member" to clearly show a My Jeweller™ Member is not representing Me and My Jeweller™ in an official capacity, but operating as independently. a My Jeweller™ Member is free to use blind ads where there is no reference made to Me and My Jeweller™ intellectual property.

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18 APPLICANT understands that MyJeweller™ Member may not produce, use, distribute or advertise product materials that are deceptively similar in nature to those provided by Me and My Jeweller™ for its MyJeweller™ Members, MyJeweller™ Professionals or MyJeweller™ Designers. To prevent inadvertent errors or legal claims, a MyJeweller™ Member must only use the information and terminology contained in the most current Me and My Jeweller™ marketing materials.

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19 APPLICANT understands that MyJeweller™ Members may not engage in spamming or other unsolicited direct marketing activities for the purpose of promoting their participation in Me and My Jeweller™

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20 APPLICANT understands that a Me and My Jeweller™ will make all possible business undertakings and steps and take acceptable business precautions; however Me and My Jeweller™ makes no warranties that:

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Information obtained from Me and My Jeweller™ will be accurate or reliable;

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The Me and My Jeweller™ Website service or server is free of viruses
MyJeweller™ Members will have 24 hour/7 day access to their personal Website;

MyJeweller™ Members will have 24-hour/7 day access the Me and My Jeweller™ Website;

Unauthorised access or alteration to Me and My Jeweller™ data will not occur.

21 APPLICANT understands that amendments and Waiver - Me and My Jeweller™ reserves the right to alter or amend the Policies and Procedures Manual, product availability, and prices. Amendments are binding on all MyJeweller™ Members. Me and My Jeweller™ will notify MyJeweller™ Members of changes via email.

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22 APPLICANT understands that this agreement supersedes any and all prior representations, arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of this agreement: and the parties acknowledge and agree that they have not relied on any written or oral representation; arrangement, understanding or agreement not expressly set out or referred to in this agreement.

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