

Privacy, Cancellation, Return and Shipping Policies

HOW WE PROTECT YOUR PRIVACY

We at New Eye Company are dedicated to protecting your privacy and personal information. At New Eye Company all of your personal information is protected by our (SSL) encryption technology. This securely encrypts and protects all of your personal data including your name, address and credit card information so that it can't be read by anyone over the internet. We value your trust very highly, and we will work to ensure that your personal information that you provide to us will be fully secured and protected.

We do not sell or give your personal information to any 3rd parties. Despite our best efforts, there is always a risk that third parties may unlawfully intercept transmissions. This reality is true of all Internet use. As a result, we cannot ensure the security of any information you transmit, you transmit all information at your own risk.

GENERAL REFUND POLICY

We ask that you please choose carefully before making your purchase, as we do not normally give refunds if you simply change your mind or make a wrong selection.

The two lists below have been supplied by the Queensland Government's Department of Tourism, Fair Trading and Wine Industry Development; they outline your rights to a refund:

You are entitled to return goods and ask for a refund, exchange or repair if the goods you purchased:

- Have a fault that you could not have known about at the time of purchase;
- Are not the same as the description provided by the salesperson or advertisement;
- Do not match the sample you were shown at the time of purchase; and/or
- Do not do the job as you were led to believe.

You are not entitled to a refund if you:

- Simply change your mind or no longer want the goods;
- Realise you can't afford the goods;
- Found the same item at a cheaper price elsewhere;
- Chose the wrong size or colour;
- Knew about the particular fault prior to purchase; and/or
- Were responsible for causing the fault.

(Refund information supplied by the Queensland Government. Copyright © The State of Queensland (The Department of Tourism, Fair Trading and Wine Industry Development) 2004 (<http://www.fairtrading.qld.gov.au>). Information was valid at the time of first publication. Please refer to <http://www.fairtrading.qld.gov.au> for the latest information.)

If you are entitled to a refund, you can choose between a refund, exchange or we may attempt to correct the problem for you.

CANCELLATIONS

SERVICE APPOINTMENTS- If you are unable to keep a booked service appointment you must give New Eye Company at least five days notice. If notice is not given you will be billed/charged the full amount of the services scheduled. Notice can be by email containing your name, service appointment time and a contact phone number. In the first instance please call and talk to our customer service personnel and make alternative arrangements.

ORDERS- To cancel your order send an email to andimehringer@yahoo.de, within 24 hours of the order being received or call +61 (07) 3885 2634. Once your order has been processed New Eye Company is not responsible for any shipping costs incurred.

Email cancellations must contain the following:

- Contact first name and last name
- Order number
- Contact telephone number
- Email address

This information must be identical to the information originally submitted on your order. Please provide contact information so that we may contact you if we have questions in regards to canceling your order.

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Every effort will be made to accommodate the cancellation of your order, providing your order has not been charged and/or shipped out. In the event that a cancellation was submitted (via email or phone), and your order has been shipped, we will gladly refund the complete balance charged including shipping. However, if the cancellation was documented as received after the order was shipped, we will refund the merchandise total *less shipping*.

SPECIAL ORDERS

All special orders shall be at the discretion of New Eye Company, a restocking fee may be charged for custom and special orders please call +61 (07) 3885 2634.

GOODS AND SERVICES TAX

Goods and Services Tax at the current rate of 10%, is charged on all products and orders shipped within Australia. Actual tax amounts are applied at the state level when placing your order, and may vary depending on the county your product is being shipped to.

RETURN POLICY

In order to return an item, you must obtain a Return Number. Email us at neweyeco@live.com to obtain a return number. You may return any unopened merchandise in its original condition, including original packaging within 30 days of receipt and you will receive a full refund less Shipping. Any shipping cost that you incur to return a product to us will not be refunded.

We require the following information to process your return:

Note: Your return will not be processed if you do not provide *ALL* required information.

- Your Return Number
- Your full name and address
- Contact phone number
- Email address
- Packing Slip
- The original order confirmation number
- The reason for returning the merchandise

Return address:

Attn: Returns
New Eye Company Pty Ltd
PO Box, 324,
CLONTARF, Qld, 4019.

Any package that has not been received by New Eye Company or if tracking information cannot be provided, the consignment shall be the sole responsibility of the shipper.

ORDERS NOT RECEIVED

Once an order has been shipped and there is a delivery confirmation, New Eye Company is not responsible for any theft of product or delivery to the wrong address. You must notify us within 15 days if order is not received.

OUT OF STOCK ITEMS

Due to reasons beyond our immediate control we may not be able to fulfill your order, you will be notified via email for any item that is temporarily out of stock or simply cannot be fulfilled. An immediate credit will be issued to your credit card or any other method of payment that you choose should this be necessary.

UNCOLLECTED GOODS

The following statement has been provided by the Queensland Government Department of Employment, Economic Development and Innovation (Fair Trading) in relation to uncollected goods.

The *Disposal of Uncollected Goods Act 1967* (Qld) covers inspection, custody, storage, repair and other treatment of goods. Under this Act, uncollected goods may be sold six months after the date on which they were ready for collection.

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SHIPPING POLICY

We endeavor to ship all orders within the specified delivery times for each item as listed on the Promotional Information supplied, on average, within ten working days from the time your order is placed. On average you should expect to receive your order within 8-12 business days from the time that you place your order.

TERMINATION OF WEB HOSTING AGREEMENT

a. The initial term of this Agreement shall be as set forth in the Order Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew.

ADDITIONALLY AFTER THE INITIAL TERM. YOU ACKNOWLEDGE, AGREE AND AUTHORIZE NEW EYE COMPANY TO AUTOMATICALLY BILL AND/OR CHARGE TO YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM. UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION.

The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."

b. This Agreement may be terminated

i. by either party by giving the other party thirty (30) days prior written notice (subject to an early cancellation fee payable by Customer as provided below),

ii. by *NEW EYE COMPANY* in the event of nonpayment by Customer,

iii. by *NEW EYE COMPANY*, at any time, without notice, if, in *NEW EYE COMPANY'S* sole and absolute discretion and/or judgment, Customer is in violation of any term or condition of this Agreement and related agreements, NEC, or Customer's use of the Services disrupts or, in *NEW EYE COMPANY* sole and absolute discretion and/or judgment, could disrupt, *NEW EYE COMPANY'S* business operations and/or

c. If you cancel this Agreement prior to the end of the Initial Term or any Term thereafter,

i. you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation,

ii. *NEW EYE COMPANY* shall refund to you all pre-paid fees for basic hosting services (shared, dedicated and/or managed) for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment,

iii. you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) you shall pay an early cancellation fee as may be applicable. Any cancellation request shall be effective thirty (30) days after receipt by *NEW EYE COMPANY*, unless a later date is specified in such request.

d. *NEW EYE COMPANY* may terminate this Agreement

i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, by giving the customer as much prior notice as reasonably practicable or

ii. immediately by giving written notice to the customer, if *NEW EYE COMPANY* determines in good faith that customer's use of the NEC Web site or the Customer Content violates any term or condition. If *NEW EYE COMPANY* cancels this Agreement prior to the end of the Term for your breach of this Agreement and related agreements, the Customer's use of the Services disrupts, *NEW EYE COMPANY* shall not refund to you any fees paid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and *NEW EYE COMPANY* shall have the right to charge you an administrative fee of \$50.00.

e. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which *NEW EYE COMPANY* may be entitled.

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