

MAGNET-ME WEBSITE TERMS OF USE

Business	Magnet-Me
Entity	Magnet-Me Pty Ltd ACN 619 839 208, ABN 54 619 839 208
Website	https://magnetme.com.au
Contact	1800 94 09 09

1. Acceptance of these Terms

These Terms of Use govern your access to and use of the Magnet-Me website at magnetme.com.au, including any forms, enquiry pages, online ordering functionality, image-upload tools, and other digital features made available through that website.

By accessing or using the website, you agree to these Terms of Use. If you do not agree, you must stop using the website.

If you place an order, submit an enquiry, upload images, apply for a role, submit a franchise enquiry, or otherwise interact with the website on behalf of a business or another person, you confirm that you are authorised to do so and to bind that person or entity to these Terms of Use where applicable.

2. Changes to these Terms

We may update these Terms of Use from time to time by publishing the revised version on the website. The updated version will apply from the time it is published, unless we state otherwise.

We recommend that you review these Terms of Use periodically. If we make a material change to how the website operates or to your rights and obligations, we may take additional steps to bring the change to your attention.

3. Website content and general information

The website is provided to give general information about Magnet-Me, our products, services, events, online ordering options, franchise opportunities, recruitment opportunities, and related business activities.

Unless expressly stated otherwise, content on the website is general in nature and is not tailored advice. Website content may be updated, corrected, withdrawn, or changed without notice.

We aim to keep website content accurate and current, but we do not guarantee that all content is complete, current, or error-free at all times.

4. Permitted use of the website

You may view and use the website for your own lawful personal or internal business purposes, including learning about our business, submitting enquiries, requesting quotes, placing eligible online orders, and communicating with us.

You must not use the website in any way that is unlawful, misleading, fraudulent, abusive, defamatory, harassing, invasive of privacy, or otherwise harmful to us, other users, or third parties.

5. Prohibited conduct

You must not, and must not attempt to, encourage, or assist others to:

- use the website for any unlawful, fraudulent, misleading, or deceptive purpose;
- upload or transmit any content that is defamatory, obscene, offensive, menacing, abusive, discriminatory, or otherwise objectionable;
- upload or transmit content that infringes another person's intellectual property, privacy, publicity, confidentiality, or other rights;
- interfere with, disrupt, damage, disable, overburden, or compromise the website or any network or system connected to it;
- introduce malware, spyware, ransomware, viruses, bots, scripts, or other harmful code;
- attempt to gain unauthorised access to systems, data, accounts, source code, or restricted areas of the website;
- use robots, spiders, scrapers, crawlers, harvesting tools, or similar automated methods to access or collect content or data from the website without our written consent;
- use the website to send spam, chain messages, bulk communications, or unsolicited commercial material;
- impersonate another person or misrepresent your affiliation with any person or entity; or
- use the website in a way that could damage our reputation, interfere with other users, or expose us or others to liability.

6. Intellectual property

All intellectual property rights in the website and its content, including text, graphics, logos, branding, layouts, photographs, videos, audio, software, designs, and compilations, are owned by us or licensed to us unless otherwise stated.

You may temporarily view website content in your browser and print or download limited extracts for your own personal or internal business reference, provided you do not remove any copyright or trade mark notices.

Except as permitted by law or with our prior written consent, you must not copy, reproduce, republish, adapt, distribute, display, commercially exploit, frame, mirror, scrape, data-mine, or create derivative works from any part of the website or its content.

Nothing in these Terms of Use gives you any right to use any trade mark, business name, logo, brand element, or domain name appearing on the website without our prior written consent.

7. User submissions and uploaded content

If you submit an enquiry, upload an image, provide written content, send us a review, complete a form, or otherwise supply content through the website, you remain responsible for that content.

You warrant that any content you upload or submit:

- is accurate, lawful, and not misleading;
- does not infringe any copyright, moral rights, trade mark, privacy, confidentiality, or other rights;
- does not contain malware or malicious code;
- has been provided with all necessary permissions, consents, and authorities; and
- may be used by us to respond to your enquiry, assess your application, fulfil your order, produce the requested product, or otherwise provide the relevant service.

You grant us a non-exclusive, royalty-free licence to use, copy, process, adapt, store, and communicate that content only to the extent reasonably necessary to operate the website, respond to you, provide our goods or services, perform the requested work, comply with law, and protect our legitimate interests.

Unless separately agreed or otherwise permitted by law, we will not use your submitted content for public marketing or promotional purposes solely under this clause.

8. Online enquiries, quotes, bookings and applications

The website may allow you to request a quote, enquire about our services, apply for a position, submit a franchise enquiry, or otherwise provide information to us.

Submitting a form through the website does not guarantee acceptance, engagement, employment, franchise approval, availability, or booking. A booking or supply arrangement will only arise when expressly confirmed by us, usually under a separate quote, proposal, invoice, booking confirmation, service agreement, or other written terms.

Where additional terms apply to a particular product, service, event booking, promotion, campaign, employment process, or franchise process, those additional terms will apply in addition to these Terms of Use and will prevail to the extent of any inconsistency.

9. Online store orders and custom products

If the website allows you to order products online, including custom or personalised products, this section applies in addition to the rest of these Terms of Use.

Product descriptions, colours, layouts, mock-ups, and examples on the website are indicative only. Actual printed products may vary slightly due to screen settings, file quality, cropping, print processes, sizing, materials, or production tolerances.

You are responsible for reviewing your order carefully before submission, including spelling, dates, image quality, design instructions, quantities, delivery details, and any notes or special requests.

To fulfil your order, we may crop, resize, reformat, or make minor layout adjustments to uploaded files where reasonably necessary to fit the selected product specifications, unless we agree otherwise in writing.

Prices are stated in Australian dollars unless stated otherwise. We may change prices, products, options, promotions, and shipping charges at any time before your order is accepted.

An online order is not binding on us until we accept it. We may reject or cancel an order before dispatch if there is an obvious pricing or description error, a supply issue, suspected fraud, an image-rights issue, or another reasonable operational or legal concern. If we cancel after payment, we will refund the amount paid for the cancelled order unless a different remedy is required by law.

Full payment may be required before production, dispatch, or collection unless we agree otherwise.

Estimated production and delivery timeframes are indicative only. We are not responsible for delay caused by carriers, third-party platforms, incorrect delivery information supplied by you, events outside our reasonable control, or failure by you to respond to approval requests or queries.

10. Cancellations, change-of-mind and Australian Consumer Law

Because some products offered through the website may be made to order, customised, or personalised, change-of-mind cancellation or return rights may be limited. However, nothing in these Terms of Use excludes, restricts, or modifies any rights or remedies you may have under the Australian Consumer Law or any other non-excludable law.

If you believe a product or service supplied through the website is faulty, damaged, materially incorrect, or otherwise does not comply with applicable law, please contact us as soon as practicable with relevant details, including your order number and supporting photographs where relevant.

If a product is lost or damaged in transit, please contact us promptly so we can investigate the issue with you and, where appropriate, with the relevant carrier or service provider.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and obtain a refund for the unused portion, or compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time and, if this is not done, you may be entitled to a refund, replacement, cancellation, or compensation as provided by law.

11. Third-party services and links

The website may contain links to third-party websites, plug-ins, payment providers, social media services, gallery providers, or other external services. We do not control those third-party services and are not responsible for their content, availability, security, terms, or privacy practices.

Your use of third-party services is at your own risk and may be subject to separate terms and privacy policies imposed by those third parties.

12. Privacy

Our handling of personal information is described in our Privacy Policy, as updated from time to time.

By using the website, you acknowledge that you have had the opportunity to review our Privacy Policy. Where you choose to provide personal information to us through the website, you agree that we may handle that information in accordance with our Privacy Policy and applicable law.

13. Availability, security and technical issues

We aim to keep the website available and functioning properly, but we do not guarantee continuous availability, uninterrupted access, or that the website will be free from errors, bugs, malware, or security vulnerabilities.

You are responsible for taking your own precautions to ensure that any content you access through the website is suitable for your intended use and free from viruses or other harmful code to the extent reasonably practicable on your systems.

We may suspend, withdraw, modify, or limit access to all or part of the website at any time for maintenance, upgrades, security, operational, or business reasons.

14. Limitation of liability

To the maximum extent permitted by law, and subject to clause 10 and any other non-excludable rights, we exclude all implied terms, guarantees, warranties, representations, and conditions not expressly stated in these Terms of Use.

To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, exemplary, or consequential loss, or for any loss of revenue, profit, opportunity, goodwill, data, or anticipated savings arising from or connected with your use of, or inability to use, the website.

Nothing in these Terms of Use excludes liability for fraud, wilful misconduct, death or personal injury caused by negligence where liability cannot lawfully be excluded, or any other liability that cannot lawfully be excluded or limited.

Where liability cannot lawfully be excluded but can be limited, our liability is limited, at our option and to the extent permitted by law, to resupply, repair, replacement, or payment of the reasonable cost of the relevant remedy.

15. Indemnity

You indemnify us, our related entities, and our personnel against claims, losses, liabilities, damages, and reasonable costs suffered or incurred arising from your unlawful use of the website, your breach of these Terms of Use, or your infringement of any third-party rights through content you upload or submit. This indemnity does not apply to the extent that the loss was caused by our negligence, fraud, or wilful misconduct.

16. Suspension and termination

We may suspend or terminate your access to the website, or refuse to accept or process a submission, where we reasonably believe you have breached these Terms of Use, created a security or legal risk, infringed rights, or misused the website.

Clauses that by their nature are intended to survive termination, including clauses relating to intellectual property, liability, indemnity, governing law, and accrued rights, will continue after termination.

17. General

If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force to the extent permitted by law.

Our failure to enforce a right or provision does not waive that right or provision.

These Terms of Use are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from them.

18. Contact us

If you have questions about these Terms of Use, or if you wish to raise an issue about the website, an order, or content on the website, please contact us:

Email:

Phone: 1800 94 09 09

Website: magnetme.com.au

Last updated

23 April 2026

Schedule 1 — Key drafting changes from current MM website terms

This schedule is for internal review only and should not necessarily be published on the website.

- Separated website-use terms from separate booking, service, franchise, recruitment, and other specific terms that may apply later.
- Replaced broad 'no responsibility' wording on shipping, refunds, cancellations, and website outages with wording that better preserves Australian Consumer Law rights.
- Included an Australian Consumer Law carve-out and a practical consumer-guarantees summary for goods and services.
- Narrowed the indemnity so it only applies to unlawful use, breach, or rights infringement by the user, rather than all claims connected with website use.
- Expanded the user-upload section to cover enquiry forms, image uploads, applications, and submitted content.
- Improved third-party, website-availability, privacy, and limitation-of-liability wording.
- Added express acknowledgement that additional terms can apply to bookings, event services, promotions, employment, and franchise processes.