

Refund Policy

Version 2.0 : Date – 2 April 2006

This Refund Policy is a supplement to and should be read in conjunction with the SauceOpen End User Terms and Conditions (EUTC). All customers agree to this policy by accepting the EUTC.

This policy outlines the circumstances under which a refund of monies previously paid may or may not be performed, and if so, by what methods.

Loss of Access:

The Customer shall have no claim against Sauce Software in respect of loss of access or functionality to the SauceOpen platform referred to in clause 7 of the EUTC, whether such claim lies in contract, tort or otherwise (including negligence) for any loss or damage howsoever arising.

However, if, due to the negligent act or omission of Sauce Software, the Customer is unable to access the SauceOpen platform in accordance with the EUTC, Sauce Software will, at its sole discretion, issue the Customer with an amount of **credit** calculated with reference to the time that the SauceOpen platform was not accessible as a percentage of the total hours available.

On Termination of the Agreement (EUTC):

Upon terminating the agreement per the terms of the EUTC, all outstanding fees will fall due and should be paid by the Customer. No refund is applicable as a consequence of a termination as the notice period will serve to consume previously paid accounts.

In Case of Failure of Service:

If a delay or failure by a party to perform its obligations due to Force Majeure exceeds thirty (30) days, either party may immediately terminate the Agreement (EUTC) on providing notice in writing to the other party.

On termination of the Agreement, Sauce Software shall refund monies previously paid by the Customer pursuant to this Agreement (EUTC) for goods or services that have not been provided by Sauce Software to the Customer for the period concerned.

No Refunds will be given in any manner, if you:

- a) Have a change of mind after subscription to the SauceOpen platform and the facilitation of the same by Sauce Software.
- b) Think the SauceOpen platform is unsuitable for any reason, other than shortcomings of the original offer.
- c) Are unable to afford it anymore. If this is the case, simply unsubscribe and discontinue the service per the EUTC.
- d) Think the price is unfair.
- e) Are unable to manage the SauceOpen platform.
- f) Consider you should pay less, as all features of the SauceOpen platform are not utilised by you.

Method of Refund:

- Refunds will be made to the original purchaser only.
 - All monies will be refunded to the account holder by the same method the original payment was made. No cash refunds are permitted.
 - The refund claim should be submitted to:
Commercial Manager
Sauce Software Pty Ltd
GPO Box 2201
Brisbane QLD 4001
- OR
- email: claimsandrefunds@saucesoft.com
- A valid reason for refund must be supplied.
 - In order to obtain a refund, you must provide your correct e-mail address or mailing address to Sauce Software. Sauce Software will not be liable for any claims of non-receipt of services, or non-receipt of a Refund Claim that was a result of an incorrect email address or mailing address provided by you to Sauce Software. The customer is responsible for providing a correct and working e-mail address.

Time Frame for Executing the Refunds:

Refunds will be executed by Sauce Software within 14 days of receipt and confirmation of a valid Refund Claim. Bank clearance times are in addition to this time frame and cannot be controlled or estimated by Sauce Software.

Fraudulent Credit Card Charges or Fraudulent Claims:

All requests to negate charges will be investigated by our technical department and legal department. If you make a fraudulent claim of unauthorized card usage, we will report this to the credit card services. This report may result in cancellation of your card services, put negative information on your credit report, and create possible criminal charges that may be filed against you.

Cancellations:

There are absolutely no cancellations of online orders that have been programmed for immediate online access. Nor will we accept claims of missing the immediate online links that were provided to you to access your order. There are no exceptions to this cancellation policy.