

Website Terms of Use

1. About this Website

- (1) This website is published by Glo Light Pty Ltd ACN 099 730 177, Trading as Lighting Partners Australia ABN 18 531 348 549 of Cremorne, Melbourne.
- (2) Your use of www.lpalighting.com ("website") is subject to these terms of use ("Terms"). If you do not accept these Terms, you must refrain from using this website.

2. Website Information

- (1) Photographs are for illustrative purposes only and may vary from goods depicted or described.
- (2) International visitors to this website should not rely on information contained in this website, including without limitation specifications. Not all product is available in each country.

3. Website Content

- (1) LPA may, at any time, add or remove content from this website without notice.
- (2) Any articles, information or content published on this website must be read subject to these Terms.
- (3) Although LPA uses its best endeavours to confirm the accuracy of any information published on this website, you agree that LPA cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to LPA or by manufacturers or suppliers changing product specifications without notice to LPA. You agree to make your own enquiries to verify information provided and to assess the suitability of products before you purchase.
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- (6) LPA nor any third party will be liable for any errors in content, or for any actions you take in reliance on them. You nor any other person may hold LPA liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.
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4. Your Use of the Website

- (1) You agree to use this website only for purposes that are permitted by these Terms, any applicable law or regulation and/or generally accepted practices or guidelines.
- (2) You agree that you will not engage in any activity that interferes with or disrupts this website or the servers and networks that host this website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or the content.
- (3) You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- (4) LPA may stop (temporarily or permanently) providing access to this website to you, or to guests or members generally, at its discretion and without prior notice to you.

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- (5) LPA may in its sole discretion restrict your access to this website. If LPA does this, you may be prevented from accessing all or parts of the website, your account details or other content contained in your account. LPA will not be liable to you or any third party for doing so.
- (6) As electronic websites are subject to interruption or breakdown, access to this website is offered on an "as is" and "as available" basis only.
- (7) LPA may impose limits or restrictions on the use you may make of this website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these terms, LPA may withdraw this website, or change or remove website functionality at any time without notice to you.

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- (3) Nothing contained on this website is to be interpreted as a recommendation to use any information on this website in a manner which infringes the intellectual property rights of any person. LPA makes no representations or warranties that your use of the information on this website will not infringe such intellectual property rights.
- (4) You may view this website and its contents for personal and non-commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this website or commercialise any information obtained from any part of this website without the prior written consent of LPA or, in the case of third party material, from the owner of the copyright in that material.
- (5) You may not modify or copy the layout or appearance of this website nor any computer software or code contained in this website, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this website.
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- (2) LPA reserves the right to prevent third parties from linking to this website.

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7. Secure Data and Transmissions

- (1) Given the nature of the internet, LPA cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems and LPA does not warrant that your access to the website will be uninterrupted, error free or that any defects will be corrected. Whilst LPA and its third parties take precautions to protect information, LPA does not warrant and cannot ensure the security of any content or information you transmit via the website. You therefore transmit to the website at your own risk. However, once LPA or its third party receives your transmission LPA and its third parties will take reasonable steps to preserve its security. If you become aware of any problems with the security of the website, please contact our Head Office immediately.
- (2) You must take your own precautions to ensure that the process which you use to access the website or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, neither LPA nor its third parties will accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of this website, any website or any linked website.

8. Cookies

- (1) Cookies may be used on this website to gather data in relation to this website and you consent to this (although you may be able to disable cookies on your web browser).

9. Use of Your Information and Material

LPA appreciates any suggestions (“unsolicited ideas”) you may have regarding ways in which this website may be improved or materials which may be added to this website. Any unsolicited ideas that you submit will not be regarded as confidential and will become the property of LPA. LPA may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

10. Privacy Policy

LPA’s Privacy Policy available on this website explains how your personal information is collected and managed in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth).

11. Disclaimer

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- (2) LPA does not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside their control), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do they accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this website. To the maximum extent permitted by law, LPA disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this website or the information that it contains.
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- (4) You agree to indemnify LPA and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this website, any information that you provide via this website or any damage that you may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

Website Terms of Use

12. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect. If you access this website in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. LPA makes no representations that the content of this website complies with the laws of any country outside Australia.

13. General

These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of this website following such amendment of these Terms will represent an agreement by you to be bound by the Terms as amended. Where your access to this website is terminated, all disclaimers and limitations of liability set out in these Terms will survive. Reference to "website" includes the whole or any part of the web pages located on this webpage (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content).