

## **Terms and Conditions of Use**

### **1. Agreement to Terms of Use**

These Terms and Conditions of Use (the "Terms of Use") apply to the Solar Injection Australia Website located at [www.petersofkensington.com.au](http://www.petersofkensington.com.au) (the "Website") and all associated Websites linked to the Website.

**BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, THEN SOLAR INJECTION AUSTRALIA ASKS YOU DO NOT USE THE WEBSITE.**

### **2. Content**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively known as "Content"), including but not limited to the design, structure, selection, coordination, expression, *'look and feel'* and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to Solar Injection Australia, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Solar Injection Australia does not, nor does any other party who provides Content to this Website make any warranty as to the accuracy, completeness or currency of the Content. As a user of this Website, you are required to make your own enquiries before entering into any transaction on the basis of or in reliance upon the Content. To the extent permitted by law, Solar Injection Australia and its employees, officers, agents and contractors exclude all liability for any loss or damage (including without limitation, indirect, special or consequential loss or damage) arising from the use of, or reliance upon the Content whether or not this is caused by a negligent act or omission.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Solar Injection Australia's express prior written consent.

Solar Injection Australia and each party providing Content to the Website are limited in its liability to the extent permitted by law, to the resupply of the Content. Solar Injection Australia does not accept responsibility for any liability in respect of access to other content through the use of this Website.

### **3. Your Use of the Website**

While utilising our Website, you may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. Solar Injection Australia reserves its right to bar individuals thought to be conducting such activity.

You may not attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Solar Injection Australia server, or to any other services offered on or through the Website by hacking or any other illegitimate means.

You may not scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

You may not trace or seek to trace any information of any user or customer of Solar Injection Australia, including any Solar Injection Australia account not owned by you to its source. You may not exploit the Website or any service or information made available or offered by or through the Website in any way where the purpose is to reveal any information, including but not limited to personal identification or information, as provided for by the Website.

You agree that you will not take any action that imposes an unreasonably large burden on the infrastructure of the Website or Solar Injection Australia's systems or networks, or any systems or networks connected to the Website or to Solar Injection Australia.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Solar Injection Australia on or through the Website or any service offered on or

through the Website. You may not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Solar Injection Australia or others.

#### **4. Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to the purchase of goods or services and to specific portions or features of the Website, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this paragraph.

You agree to abide by such other terms and conditions, including (where applicable) representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any service offered on or through the Website, the latter terms shall have authority with respect to your use of that portion of the Website or the specific service.

#### **5. Confidentiality**

Solar Injection Australia does not guarantee that your use of this Website will be confidential. Solar Injection Australia is not responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect of your use of this Website.

Use of personal information has been documented within Solar Injection Australia's Privacy Policy, which can be accessed through the Website main page.

#### **6. Privacy**

Solar Injection Australia is committed to adopting the highest standards to safeguard our customers' personal information. Please refer to our Privacy Policy which sets out how and why we collect, use and disclose your personal information.

#### **7. Links to other Websites and to the Solar Injection Australia Website**

This Website may contain links to other independent third-party Websites ("Linked Websites"). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under Solar Injection Australia's control, and Solar Injection Australia is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. You will need to make your own independent judgment regarding your interaction with these Linked Websites.

#### **8. Security**

Solar Injection Australia shall take all reasonable steps to ensure the security of your personal information. Please refer to our Privacy Policy for further information on how Solar Injection Australia has endeavoured to ensure the security of Personal Information.

Solar Injection Australia notes further that some components of the Website require an account and password. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all conduct carried out under this password and account.

Solar Injection Australia is not liable for any loss of confidentiality or for any damages arising from your failure to comply with security measures. Solar Injection Australia requests that you promptly report to it any unauthorised use of the password.

#### **9. Disclaimers**

SOLAR INJECTION AUSTRALIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SOLAR INJECTION AUSTRALIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, SOLAR INJECTION AUSTRALIA DOES NOT WARRANT THAT ITS WEBSITE, ITS SERVERS, OR EMAIL SENT FROM SOLAR INJECTION AUSTRALIA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOLAR INJECTION AUSTRALIA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST SOLAR INJECTION AUSTRALIA FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to, but is not limited to, any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorised access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Solar Injection Australia reserves the right to do the following, at any time, without notice:

1. Modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;
2. Modify or change the Website, or any portion of the Website, including prices, and any applicable policies or terms; and
3. To interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

#### **10. Indemnity**

You must indemnify and hold harmless Solar Injection Australia or its employee's contractors and agents and keep them indemnified against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- a) any breach by you of these Terms; or
- b) reliance by you on any information obtained through the Solar Injection Australia Website.

#### **11. Applicable Law**

The Website (excluding any linked third party Websites) is controlled by Solar Injection Australia. By accessing this Website, you accept that any disputes about this Website or the Content are to be determined by the Courts having jurisdiction in Queensland ("QLD") in accordance with the laws in force in QLD (subject to the application of any principal of conflict of laws inconsistent with this requirement).

Although this Website can be accessed throughout Australia and overseas, Solar Injection Australia does not represent that the content of this Website complies with the laws (including the intellectual property laws) of countries outside Australia. If you access this Website from outside Australia, you do this on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.