



WEBSITE TERMS AND CONDITIONS

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1 INTRODUCTION

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- 1.2 If you breach any of the terms in this legal notice, your permission to access and use this Website automatically terminates and you must immediately leave this Website and destroy any downloaded or printed extracts from this Website.
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2 INTELLECTUAL PROPERTY RIGHTS STATEMENT REGARDING MATERIAL ON THE WEBSITE

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- 2.4 Any rights not expressly granted in these terms are reserved.

3 SERVICE ACCESS

- 3.1 While Sparks Architects endeavours to ensure that this Website is normally available 24 hours a day, Sparks Architects will not be liable if for any reason this Website is unavailable at any time or for any period.
- 3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Sparks Architects's control.

4 VISITOR MATERIAL AND CONDUCT

- 4.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. Sparks Architects will have no obligations with respect to such material. Sparks Architects and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from this Website any material:
 - (1) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
 - (2) for which you have not obtained all necessary licences and/or approvals;
 - (3) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in Australia or any other country in the world; or
 - (4) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3 You may not misuse the Website (including, without limitation, by hacking).
- 4.4 Sparks Architects will fully co-operate with any law enforcement authorities or court order requesting or directing Sparks Architects to disclose the identity or locate anyone posting any material in breach of paragraphs 4.2 or 4.3.

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- 5.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Sparks Architects has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content. Sparks Architects therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.
- 5.2 If you would like to link to this Website, you may only do so with Sparks Architects prior written consent and on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:
- (1) you do not remove, distort or otherwise alter the size or appearance of the Sparks Architects logo;
 - (2) you do not create a frame or any other browser or border environment around this Website;
 - (3) you do not in any way imply that Sparks Architects is endorsing any products or services other than its own;
 - (4) you do not misrepresent your relationship with Sparks Architects nor present any other false information about Sparks Architects;
 - (5) you do not otherwise use any Sparks Architects logos or trade marks displayed on this Website without express written permission from Sparks Architects;
 - (6) you do not link from a website that is not owned by you; and
 - (7) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 5.3 Sparks Architects expressly reserves the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.
- 5.4 You shall fully indemnify Sparks Architects for any loss or damage suffered by Sparks Architects for a breach of paragraph 5.2.

6 DISCLAIMER

- 6.1 While Sparks Architects endeavours to ensure that the information on this Website is correct, Sparks Architects does not warrant the accuracy, adequacy or completeness of the material on this Website. Sparks Architects may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and Sparks Architects makes no commitment to update such material.
- 6.2 The material at this Website is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Sparks Architects provides you with this Website on the basis that Sparks Architects excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.
- 6.3 You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to risk of viruses or other form of interference which may damage your own computer system.
- 6.4 Responsibility for the content of any advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements, if any, does not constitute a recommendation or endorsement by Sparks Architects of the advertisers' products and you acknowledge that each advertiser is solely responsible for any representations made in connection with its advertisements.

7 EXCLUSION AND LIMITATION OF LIABILITY

- 7.1 Sparks Architects, any other party (whether or not involved in creating, producing, maintaining or delivering this Website), and any of Sparks Architects's proprietors, officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with this Website in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.
- 7.2 Nothing in this legal notice shall exclude or limit Sparks Architects's liability for (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.
- 7.3 If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8 GOVERNING LAW AND JURISDICTION

- 8.1 This legal notice shall be governed by and construed in accordance with the law of Queensland, Australia. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Queensland courts.

9 DEFINITIONS

- 9.1 "Intellectual Property Rights" includes copyright, trade mark, design, patent, trade, business or company names, any right to have confidential information kept confidential or other proprietary rights or any rights to registration of those rights whether created before or after the date of this legal notice and whether existing in Australia or otherwise.

EFFECTIVE FROM: 29 OCTOBER, 2008