

LUXFEEL FLOORING PTY LTD
Terms and Conditions

The operation of this website is by Luxfeel Flooring. Throughout the site, the terms “we”, “us” and “our” refer to Luxfeel Flooring. Luxfeel flooring offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting the Luxfeel Flooring site and or purchasing something from us, you engage in our “Service” and in turn agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and or contributors of content.

These Terms of Service must be read carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you will have no access to the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store shall also be subject to the Terms of Service. The most current version of the Terms of Service can be viewed anytime on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and or changes to our website. It is your responsibility to check this page regularly for changes. Your continued use of access to the site following the posting of any changes constitutes acceptance of those said changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence. You also agree that you have given us your consent to allow any of your minor dependents to use this site.

Our products are not to be used by you for any illegal or unauthorised purpose. Nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code

of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any given time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

By using our site, you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We take no responsibility if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only. It should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. It is at your own risk that you rely on the material on this site.

This site may contain certain historical information. Historical information, necessarily, is provided for your reference only as it is not current. We reserve the right to modify the contents of this site at any time, but we under no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Our product prices are subject to change without notice. We reserve the right at any time, without notice to modify or discontinue the Service (or any part or content thereof). We are not liable to you or any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display

images and colour of our products that appear at the store, as accurately as possible. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. We have the sole discretion to change all descriptions of products or product pricing without any notice. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These may include restricted orders placed by or under the same customer account, the same credit card, and or orders that use the same billing and or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the email and or billing address/phone number provided at the time of the initial order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide accurate, current, and complete purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so your transactions can be finalised and we can contact you as needed.

Please review our Returns Policy for more detail.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to third-party tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We are not liable whatsoever arising from or relating to

your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

In the future, we may also offer new services and or features through the website (including, the release of new tools and resources). These new features and or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that have no affiliation with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review the third-party's policies and practices carefully and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If at our request you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that at any time, we may without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are under no obligation, (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but are under no obligation to, monitor, edit or remove content. This content we have determined in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark,

privacy, personality or other personal or proprietary right. You also agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. Please do not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. It is your responsibility that any comments you make are accurate. We are not responsible and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

When you submit your personal information through the store, it is governed by our Privacy Policy. Please view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

On occasion, information on our site or in the Service that contains typographical errors, inaccuracies or omissions in relation to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We are under no obligation to update, amend or clarify information in the Service or on any related website, including and not limited to, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

Additional to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any illegal acts; (c) for any international, federal, provincial or state regulations, rules, laws, or local ordinances to be violated; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit information that is false or misleading; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) for the personal information of others to be collected or tracked; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene

or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right at any time to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

It is not guaranteed, represented or warranted that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be procured from the use of the service will be either accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods or cancel the service at any time, without notice to you.

You precisely agree that your use of, or inability to use the service is at your own risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and no infringement.

In no case are luxfeel flooring, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless luxfeel flooring and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors,

service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

If any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be considered severed from these Terms of Service, such determination shall not affect the validity and enforceability of any of the other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You can terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we have suspicion that you have failed to comply with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice, and you will remain liable for all costs due up to and including the date of termination; and or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

If we fail to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any previous versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed by following the laws of Australia.

SECTION 19 - CHANGES TO TERMS OF SERVICE

The most current version of the Terms of Service can be viewed at any time at this page. At our sole discretion, we reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to our website. You are responsible for checking our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

If you have any questions about the Terms of Service they should be sent to us at info@luxfeelflooring.com.au.