

Website Terms of Use – Lookaroo

Firstly, welcome to our website. We hope your user experience is as smooth and friendly as we hope it to be. If you have any queries in relation to our website or these terms of use, please do not hesitate to contact us.

1. How these Website Terms work

Now for some legal stuff. The website www.lookaroo.com.au and its associated features and applications are owned and operated by Lookaroo Pty Ltd ACN 653 545 236 (**Lookaroo, we, us or our**).

These terms of use apply to any use of the Website, your interaction with us on social media (such as our YouTube, Facebook, Instagram and LinkedIn pages) and any material published our Website. We need you to agree to these Website Terms so we can comply with relevant laws, so we all agree on how you use the Website and so we do not get in trouble with third parties that deal with us. Unfortunately, if you do not agree and accept these Website Terms, then you must not use our Website. If you do use, access or link to our Website or post on our social media pages, then you are agreeing to these Website Terms.

We have tried to make these Website Terms easy to understand, but that means there are a lot of general statements in here about how we do things. Only the parts of these Website Terms that make clear promises to you can be binding on us, even though we do our best to always do what we say.

You should check this page regularly to take notice of any changes that have been made to these Website Terms.

2. Terminology

Unless a definition just does not make sense in context, the following definitions apply in these Website Terms:

Term	Meaning
Linked Site	any other websites, platforms or pages (including social media pages) which are not operated by Lookaroo that may be linked or referred to in any part of our Website from time to time, including any pages displayed in search results and information published on such other websites.
Lookaroo, we, us, our or similar expressions	Lookaroo Pty Ltd ACN 653 545 236 and where the context allows includes references to our directors, employees, agents and any third party (other than you) that we have an agreement with, in relation to the Website.
you, your or any similar expression	the person using the Website and includes a reference to any business on whose behalf you are using the Website or its functions.
Website	this includes a reference to our website www.lookaroo.com.au any other website or domain name operated by us and the associated features and applications made available via those websites. It also includes a reference to any of our official social media pages or any mail outs or direct marketing sent to you (that we may introduce in the future from time to time), unless that does not refer to the 'Website' in these Website Terms.

3. Making changes

Our business is always developing and evolving, getting better day by day. Due to this we may need to make quick changes to keep up with our ambitions, so we have the right to change and replace these Website Terms or any of the services or functionalities of the Website at any time.

Website Terms

Any changes to these Website Terms will be effective immediately upon publication on the Website, so please check back on this page each time you use our Website to see if anything has changed. We have details of when these Website Terms were last changed down the bottom for your reference. If you continue using the Website following any changes, you will be bound by the changes and any updates to these Website Terms.

4. Access to the Website

We only provide access to the Website on a temporary basis, so we may withdraw, amend or restrict access to the Website, any services provided via the Website or some parts of the Website without letting you know beforehand. We will not be responsible if the Website is unavailable at any time, even if it is our fault (or our IT guy's fault). Also, any products or services offered on the Website and any functions or services provided via the Website are only made to those who can enter into legally binding contracts.

5. Information about others

Information or links of other websites made available on our Website (or in our mail outs, such as emails we may send to you) may be based on things we have been told by third parties. For example, our Website may display information and search results relating to other businesses based on how our search engine works and what those businesses have published on their website.

Unfortunately, we cannot fact check everything that these third parties tell us, as that is simply not practical for a search engine. As a result, we cannot guarantee that any information, offers or other things that are stated on our Website or that are contained in any links in search engines (that ultimately link to an external source), are accurate and up to date, so you have to check this directly with the third party. Except as required by law (including the Australian Consumer Law), we will not be responsible for inaccuracies, errors or other issues caused by incorrect information supplied to us by third parties.

We do not supply any products or services that are displayed in search results generated by our Website and we do not have any control over what third parties display on their websites that may be displayed in your search results. We therefore cannot provide you any assurances or guarantees as to information, results or other matters displayed in search results. Once you leave our Website or click on a link that prompts you to leave our Website, the content, privacy regulations and these Website Terms, will no longer apply and you will be subject to the individual policies and website terms of such other website. We do not test nor do we seek quality and accuracy assurances from any external websites.

Similarly, we also disclaim any control or liability if you access our Website via links provided on other websites as we cannot guarantee that the links or words (that may be the same or substantially similar to Lookaroo) will in fact link or direct you to our official Website. In other words, if you access our search engine other than via the official Website address provided above, Lookaroo cannot guarantee that your privacy will be protected in the ways set out in our privacy policy. Our recommendation would be to only access our Website using the official link to the Website, provided above.

6. Linked Sites

As our business is predominately a search engine provider, our Website may contain links or produce search results that link to third party websites, external pages or information that is not operated by us or that which is not under our control (including Linked Sites). As Lookaroo has no control over these things (including Linked Sites), we are not responsible for them or any loss or damage that may arise from your use or reliance on them.

Your use of any Linked Sites will still be subject to these Website Terms to the extent they impose obligations on you (for example, you agree not to engage in any criminal offence on any Linked Sites), as well as the terms of service or use of the relevant Linked Site.

Website Terms

7. Australian Owned

Our Website usually offers a search function where you can select 'Australian Search' (or a similar expression) that is intended to display search results for businesses that have been certified as Australian owned by Australian Owned Pty Ltd (**Australian Owned**) in accordance with its certification rules. Those search results are displayed by taking your search result and checking whether the businesses that runs the website is certified and registered with Australian Owned. However, Lookaroo cannot guarantee that the search results provided via that functionality on the Website are completely accurate, so we recommend that you independently check that the business you are dealing with its currently registered with Australian Owned.

8. Your privacy

We strongly value your privacy. We have a separate privacy policy that sets out how we handle personal information, to the extent any of it is collected, that is available via the link on our Website (or otherwise on request).

By using the Website, you consent to us collecting, using, storing and disclosing your personal information in accordance with the privacy policy (as amended from time to time) and promise to us that all information provided by you is accurate and up to date.

9. Things you cannot do

When visiting, using or interacting with the Website (including when posting or commenting on any of our social media pages), you must not:

- (a) commit or encourage a criminal offence;
- (b) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (c) hack into any aspect of the Website or its services (including by interfering with security-related or other features of the Website);
- (d) corrupt data or cause annoyance to other users or Lookaroo;
- (e) infringe any other person's rights, including any of their intellectual property rights;
- (f) send any unsolicited advertising or promotional material, commonly referred to as "spam";
- (g) attempt to affect the performance or functionality of the Website or any computer facilities of, or accessed through, the Website; or
- (h) use data mining, robots, screen capping or similar data gathering or extraction tools on the Website (or any information contained within it) or use any other automated means to extract or harvest information from the Website.

You must ensure that your access to the Website is not illegal or prohibited by laws which apply to you. You also have to take your own precautions to ensure that the process which you follow for accessing the 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.

Any breach of the above obligations may constitute a criminal offence and we may, in our discretion, report any such criminal offence to the relevant law enforcement authorities and disclose your identity to them (where collected or where traceable).

Although it is a scary thought, we can potentially be liable for things that you post on our social media pages and for things you do in relation to our Website that may breach these Website Terms. If that happened, then not only would that ruin our day but that could seriously damage our business. We also cannot be responsible for how you may use the Website. Accordingly, you agree to indemnify and defend (if we ask) Lookaroo (including its directors, officers, employees, consultants, agents, and

Website Terms

affiliates) from any and all liabilities, costs, expenses, claims or other obligations that we incur in connection with you breaching your obligations in these Website Terms.

We will also not be liable for any liability, loss, cost, expense, claim or other obligation caused by your use of the Website, any distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website, visiting any Linked Sites, following any links in our mail-outs or your downloading of any material made available from either of these sources.

10. Intellectual property, software and content

We are proud of our brand and the work that has gone into developing our Website. The Website and the contents on the Website are subject to copyright, trade marks and other intellectual property rights. Unless stated otherwise, these intellectual property rights are owed by, or licensed to, Lookaroo.

The intellectual property rights in all software and content (including photos and videos) made available to you on or through the Website (including on our social media pages and mail-outs) remain the property of Lookaroo, and all such rights are reserved. If we agree, you may store, print and display the content supplied solely for your own personal use (but we cannot agree to give rights to you that we ourselves do not have). You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Website (including those that relate to other businesses, Linked Sites or photos/videos displayed via our search functionality) and you cannot use any of these things in connection with any business or commercial enterprise.

Except where we clearly state otherwise, any third-party trade marks and content, services, links and locations featured on the Website are in no way associated, linked or affiliated with Lookaroo and you should not rely on the existence of such a connection or affiliation when dealing with us or using the Website. Any trade marks or names featured on the Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

11. Things we are not responsible for

While we do our best to mean and do what we say, we cannot guarantee everything that appears on the Website or in mailouts, because some things are beyond our control and in the hands of external companies that own and operate their own websites and businesses. Additionally, we cannot have absolutely everything run past our lawyers (although they probably wouldn't complain if we did). Subject to any consumer guarantees or other protections that we cannot exclude by law, the material displayed on the Website or in our mailouts is provided without any guarantees, conditions or warranties as to how accurate it may be.

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information that you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information. You agree that you will not share your password to any account that we may allow you to create, let anyone else access your account, or do anything that might put the security of your account at risk. We reserve the right to remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of the Website

To the fullest extent permitted by law, Lookaroo excludes all warranties and other terms which might otherwise be implied by law and we will not be liable for any damages (including any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services), arising out of or related to the use, inability to use, performance or failures of the Website or any of the Linked Sites (including search results) and any materials posted on those external websites, in mailouts or otherwise, even if the damages were foreseeable or arise in contract, tort, equity, statute

Website Terms

or otherwise. Please note that this does not affect our liability to the extent it cannot be excluded by law.

12. Linking to our Website

While we love having people promote the great things we are doing, please check with our lovely marketing team before you do so. You may not link to the Website or any part of the Website without our permission or in a way that damages our reputation or takes advantage of it. You also cannot make or publish any links in a way that indicates any form of association, approval or endorsement on Lookaroo's part where none exists.

Any links (if we approve them) must be from a website that is owned by you and need to be done in a way that is legal and fair. While we are proud of our new Website, the Website must not be framed on any other website and you cannot create a link to any part of the Website other than the home page (if we consent to you providing such links that is). While we may initially agree to you linking to our Website, we reserve the right to withdraw linking permission without notice.

13. General provisions

We have some general wording in our Privacy Policy that is included in contracts that we have not set out in full in these Website Terms (to save you reading more legalese).

If any parts of these Website Terms are unenforceable (including any provision in which Lookaroo excludes liability to you) the enforceability of any other part of these Website Terms will not be affected and all other provisions remain in full force and effect. So far as possible, where any wording (or part of it) can be severed to allow the remaining parts to be valid, the wording must be interpreted accordingly. Alternatively, you agree that the wording must be amended and interpreted in such a way that closely resembles the original meaning of the wording so that it is enforceable.

These Website Terms are governed by the laws of the Queensland and you irrevocably submit to the non-exclusive jurisdiction of the courts of the Queensland.

14. Final say

Thanks for taking the time to read these Website Terms. We appreciate that there is quite a bit of information here, but we have tried to make this easy for you to understand. As we mentioned above, if you have any queries or comments, just get in touch and we will help you wherever we can.

15. Currency

These Website Terms were last updated on 1 March 2022.