

WEBSITE TERMS OF USE

You have accessed a GPC Asia Pacific Group (referred to as “we” in these terms of use) website.

We agree to provide you with access to and use of our website, including our online shopping platform, on the terms set out below.

You should ensure that you have read and understood these terms. If you do not agree to these terms, you should discontinue using the website.

You agree to be bound by these terms (including our Privacy Policy and Supply Terms) when you use our website.

Use of site and intellectual property rights

Our website is comprised of software and contains text, images, graphics, product-related data, audio clips, video, music and other information (“**Content**”). The Content is subject to copyright and other intellectual property rights owned by us, or a third party which has permitted us to use the Content.

You must only use the website for lawful purposes and ensure that you do not:

- 1 carry out any activities in relation to the website which:
 - (a) may cause disruption or failure of the website or any part of it, including its functionality;
 - (b) may constitute infringement of our intellectual property rights;
- 2 provide false information when registering an account or changing your account information;
- 3 copy, distribute, reproduce, modify, translate, adapt, vary, reverse engineer, de-compile or disassemble any of the Content or create derivative works based on the Content;
- 4 use any spider, scraper, robot or other automated means to access the Content and the website for any purpose whatsoever or seek to bypass any measures that we may implement to restrict automated access to the Content or the website; or
- 5 use the Content or any trade marks or other marks contained on our website which are protected by law.

We reserve the right to monitor and track your login information on the website to ensure it is being used in accordance with these terms.

Cookies

A cookie is a small data file that a website may write to your hard drive when you visit it. A cookie file can contain information, such as a user ID, that the website uses to track the pages you have visited. The only personal information a cookie can contain is information you personally supply. A cookie cannot read data off your hard disk or read cookie files created by another website.

Our website uses cookies to track user traffic patterns and to better serve you when you revisit the website. You can set your browser to notify you when you receive a cookie, providing you with the opportunity to either accept or reject it. You can also refuse all cookies by turning them off in your browser.

For further information regarding our use of your personal information, you should read our Privacy Policy.

Disclaimer

The Content is provided on an “as is” basis and we do not make any warranties as to the completeness or accuracy of the Content, including whether use of the website will be uninterrupted, error free, or fit for a particular purpose.

In these terms, a reference to a “claim” means any claim, allegation, demand, suit, action or the initiation or threat of proceedings of any kind made under or in connection with these terms or its subject matter, whether arising under contract, tort (including negligence), statute or any other basis in law or in equity.

To the fullest extent permitted by law:

- 1 we exclude all representations, warranties, implied terms (including those implied by statute, custom, law or otherwise) in relation to the website or the Content, except as expressly set out in these terms; and
- 2 we are not liable to you in respect of any claim in relation to the website or the Content or these terms for any loss, damage, expense, loss of data or other incidental damages.

Links

The website may contain links to third party sites, over which we have no control. Your access to and use of those third party sites is at your own risk and may be subject to other terms of use.

Viruses

We make every attempt to ensure that the website is free of viruses and other malicious code which may affect your computer systems. However, your access to and use of the website is at your own risk and you must take your own precautions to avoid and protect your computer systems against any viruses and other malicious code.

Account security

For security purposes, you must ensure that you do not share your account login details.

Suspending or terminating site access

We may suspend or terminate your access to and use of the website, without notice, if you are in breach of these terms. Any termination or suspension does affect any rights or remedies which we may have under these terms or otherwise at law.

Jurisdiction

These terms are governed by the laws of Victoria, Australia in connection with websites operated in Australia, and by the laws of New Zealand in connection with websites operated in New Zealand.

Changes to these terms

We may change these terms from time to time, in our sole discretion and without notice to you. By continuing to access and use the website, you agree to be bound by the changes to these terms.

The GPC Asia Pacific Group entity operating the Website in Australia is GPC Asia Pacific Pty Limited (ABN 97 097 993 283) of 22 Enterprise Drive, Rowville, Victoria, 3178, Australia.

The GPC Asia Pacific Group entity operating the Website in New Zealand is GPC Asia Pacific Limited of 510 Mt Wellington Highway, Mount Wellington, Auckland, New Zealand.