

WEBSITE POLICIES

1. Website Terms of Use

Website Terms of Use

Welcome to the LAMP Creative website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern LAMP Creative's relationship with you in relation to this website.

This website, its contents, including but not limited to, layout, images, references and content are copyright of LAMP Creative Pty Ltd. The abovementioned may not be copied, borrowed, transmitted, cached for re-use, linked to, sold or reproduced in any way without the prior written consent of LAMP Creative Pty Ltd

You may not link your website to any images, PDF's or downloads hosted by LAMP Creative Pty Ltd under any circumstances without the prior written consent of LAMP Creative Pty Ltd.

LAMP Creative Pty Ltd would like to remind visitors that the internet is an unsafe medium and all visitors browse this site at their own risk. For more information, please view our [Disclaimer](#).

The term "LAMP Creative Pty Ltd" or "us" or "we" refers to the owner of the website whose registered office address is:

LAMP Creative Pty Ltd
127 Waterton St, Annerly Q 4103.

The term "you" refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without LAMP Creative Pty Ltd's prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of the Commonwealth of Australia.

2. Disclaimer

NO WARRANTIES

All content on this web site is provided to you on an “as is”, “as available” basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, downloads for a particular purpose, and non-infringement.

LAMP Creative Pty Ltd makes no representations or warranties that use of the web site will be uninterrupted or error-free. You are responsible for taking all precautions necessary to ensure that any content you may obtain from the web site is free of viruses.

LIMITATION OF LIABILITY

LAMP Creative Pty Ltd specifically disclaims any and all liability, whether based in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential or special damages arising out of or in any way related to access or use of the web site, even if **LAMP Creative Pty Ltd** is or could have been aware of the possibility of such damages.

This limitation of liability includes but is not limited to reliance by any party on any content obtained through this web site and that arises in any way whatsoever whether caused in whole or in part by any means.

E-MAIL

You understand that the Internet is public and that e-mail communications between you and **LAMP Creative Pty Ltd** via this web site are subject to the risk of being viewed by other parties. Accordingly, you agree not to transmit confidential or proprietary information relating to you or your business to **LAMP Creative Pty Ltd** via e-mail.

MODIFICATIONS

LAMP Creative Pty Ltd reserves the right to modify this web site and the rules and regulations governing its use at any time. Modifications will be posted on the web site, and users are deemed to be apprised of and bound by any changes to the web site. **LAMP Creative Pty Ltd** may make changes in the products, services and/or prices described in this web site at any time without notification.

VIOLATION OF RULES AND REGULATIONS

LAMP Creative Pty Ltd reserves the right to seek all remedies available by law and in equity for violations of the rules and regulations set forth in this web site, including the right to block access from a particular Internet address to the web site.

LINKED INTERNET SITES

There may be links in this web site that will let you leave **LAMP Creative Pty Ltd's** web site. The linked sites are not under the control of **LAMP Creative Pty Ltd** and the content available on the linked sites does not necessarily reflect the opinion of **LAMP Creative Pty Ltd**.

LAMP Creative Pty Ltd is providing these links as a convenience to you, and access to any other web sites is at your own risk. **LAMP Creative Pty Ltd** assumes no responsibility for, or any obligation to monitor the content of linked web sites.

The inclusion of any linked web site does not imply a recommendation or endorsement by **LAMP Creative Pty Ltd** to the linked web site.

GOVERNING LAW AND GENERAL PROVISIONS

This Web site is operated by **LAMP Creative Pty Ltd** from its place of business within the State of Queensland, Australia. **LAMP Creative Pty Ltd** makes no representation that the information in the web site is appropriate or available for use in other locations, and access to the web site from territories where the contents of the web site may be illegal is prohibited. Those who choose to access this web site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. Any claims relating to the information available on this web site will be governed by the laws of the State of Queensland Australia, excluding the application of its conflicts of law rules.

3. Privacy Policy

Privacy Policy Data Collection

LAMP Creative Pty Ltd undertakes to collect Your Data by means that are:

- fair;
- legal; and
- transparent.

If you visit the LAMP Creative Pty Ltd website, your web-browser automatically discloses, and LAMP Creative Pty Ltd's web-server automatically logs, the following information: the date and time, the IP address from which you issued the request, the type of browser and operating system you are using, the URL of any page that referred you to the page, the URL you requested, and whether your request was successful. This data may or may not be sufficient to identify you.

Any additional data that you provide, e.g. in a web-form, may also be logged. This data may or may not be sufficient to identify you.

Any additional data that your web-browser automatically provides may also be logged. This will be the case, for example, if your browser has previously been requested to store data on your computer in '**cookies**' and submits them each time you request a web-page within a particular domain. This data may or may not be sufficient to identify you.

If you disclose personal data to LAMP Creative Pty Ltd **in conjunction with an identifier such as your name or your credit-card details,** the LAMP Creative Pty Ltd will collect Your Data. Moreover, any data that becomes available to the LAMP Creative Pty Ltd through any of the means described in the preceding paragraphs may be able to be associated with that identifier, and hence become Your Data.

Subject to the qualifications immediately below, LAMP Creative Pty Ltd undertakes to collect Your Data **from you** and not from other parties. This undertaking is qualified as follows:

- where LAMP Creative Pty Ltd reasonably considers that the protection of its financial interests requires that it gather YourData from other sources, or from additional sources. This applies in particular where LAMP Creative Pty Ltd has a lending exposure to you, and seeks information about your creditworthiness;
- where LAMP Creative Pty Ltd reasonably considers that its capability to deliver quality services to you will be materially enhanced by gathering YourData from other sources. This applies in particular to consumer profile data.

Where LAMP Creative Pty Ltd **collects Your Data from sources other than you**, it undertakes:

- to do so only by legal means;
- to do so only with your Consent; and
- to declare to you what sources it uses, and under what circumstances.

LAMP Creative Pty Ltd undertakes to declare the **purpose of collection** in a manner which is clear and meaningful, and to avoid vague, highly inclusive statements such as 'to support our operations'.

Privacy Policy - Data Collection

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Data Security

LAMP Creative Pty Ltd undertakes to **store** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

LAMP Creative Pty Ltd undertakes to store Your Data only in **jurisdictions** where data protections are at least equivalent to those required under the OECD Guidelines.

LAMP Creative Pty Ltd undertakes to **transmit** Your Data in a manner that ensures security against unauthorised access, alteration or deletion, at a level commensurate with its sensitivity.

LAMP Creative Pty Ltd undertakes to implement appropriate **measures to ensure security of Your Data against inappropriate behaviour by LAMP Creative Pty Ltd's staff-members and contractors**. These include:

- training for staff in relation to privacy;
- access control, to limit access to Your Data to those staff and contractors who have legitimate reasons to access it;
- particularly in the case of sensitive data, audit trails of accesses, including the identities of staff and contractors accessing the data;
- reminders to staff and contractors from time to time about the importance of data privacy, and the consequences of inappropriate behaviour;
- declaration of appropriately strong sanctions that are to be applied in the event of inappropriate behaviour
- clear communication of policies and sanctions; and
- processes to audit, to investigate and to impose sanctions.

Data Use

Use refers to the application of Your Data by any part of LAMP Creative Pty Ltd, or any staff-member or contractor of LAMP Creative Pty Ltd in the course of their work.

LAMP Creative Pty Ltd undertakes to use Your Data only for:

- **the purposes for which it was collected;**
- such other purposes as are **subsequently agreed** between LAMP Creative Pty Ltd and You;
- such additional purposes as may be **required by law**. In these circumstances, LAMP Creative Pty Ltd will take any reasonable steps available to it to communicate to You that the use has occurred, unless it is precluded from doing so by law; and
- such additional purposes as are **authorised by law** (in particular to protect LAMP Creative Pty Ltd's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to LAMP Creative Pty Ltd or have committed a breach of the criminal law).

LAMP Creative Pty Ltd undertakes to use Your Data only if it has **demonstrable relevance** to the particular use to which it is being put.

LAMP Creative Pty Ltd undertakes to use Your Data in such a manner as to take into account the possibility that it is not of **sufficient quality for the purpose**, e.g. because it is inaccurate, out-of-date, incomplete, or out-of-context.

Data Disclosure

Disclosure refers to making Your Data available to any party other than LAMP Creative Pty Ltd and You. The term disclosure may include many different conditions of data transfer, including selling, renting, trading, sharing and giving.

LAMP Creative Pty Ltd undertakes to disclose Your Data only under the following circumstances:

- **in the course of business being conducted between You and LAMP Creative Pty Ltd**, where disclosure is necessary to a contractor,. Where Your Data is disclosed in this way, LAMP Creative Pty Ltd undertakes to exercise control over LAMP Creative Pty Ltd's contractors to ensure that their actions are compliant with these Terms;
- **in other circumstances that are directly implied by the purpose agreed between You and LAMP Creative Pty Ltd** at the time of data collection or subsequently. Where Your Data is disclosed in this way, LAMP Creative Pty Ltd undertakes to exercise control over LAMP Creative Pty Ltd's contractors to ensure that their actions are compliant with these Terms;
- **with your consent**, or at your request;
- **where required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena. In these circumstances, LAMP Creative Pty Ltd will take any reasonable steps available to it to communicate to You that the disclosure has occurred, unless it is precluded from doing so by law;
- **where permitted by law** (e.g. the reporting of suspected breach of the criminal law to a law enforcement agency; and in an emergency, where LAMP Creative Pty Ltd believes on reasonable grounds that the disclosure of Your Data will materially assist in the protection of the life of health of some person), provided that LAMP Creative Pty Ltd will apply due diligence to ensure that the exercise of the permission is justifiable.

In all cases, LAMP Creative Pty Ltd undertakes to disclose only such of Your Data as is necessary in the particular circumstances.

Data Retention and Destruction

Subject to the qualifications immediately below, LAMP Creative Pty Ltd undertakes:

- to **retain** Your Data only as long as is consistent with its purpose; and
- to **destroy** Your Data when its purpose has expired, and to do so in such a manner that Your Data is not subsequently capable of being recovered.

This undertaking is qualified as follows:

- Your Data may be retained in LAMP Creative Pty Ltd's **logs, backups and audit trails** within short-term retention cycles that are devised to protect the company's operations. In such cases, Your Data will be destroyed in accordance with those cycles;
- Your Data may be retained beyond the expiry of its purpose if that is **required by law**, such as a provision of a statute, or a court order such as a search warrant or sub poena, or a warning by a law enforcement agency that delivery of a court order is imminent. In these circumstances, LAMP Creative Pty Ltd:
 - will take any reasonable steps available to it to communicate to You that Your Data is being retained, unless it is precluded from doing so by law; and
 - will only retain Your Data while that provision is current, and will then destroy Your Data;
- Your Data may be retained beyond the expiry of its purpose if it is **authorised by law** (in particular to protect LAMP Creative Pty Ltd's interests, e.g. if it believes on reasonable grounds that You have failed to fulfil your undertakings to LAMP Creative Pty Ltd or have committed a breach of the criminal law). In these circumstances, LAMP Creative Pty Ltd will only retain Your Data while that situation is current, and will then destroy Your Data.

Information about Data-Handling Practices

LAMP Creative Pty Ltd undertakes to make information available to you about the manner in which LAMP Creative Pty Ltd handles your data:

- in general terms, in a readily accessible manner; and
- in more specific terms, on request.

Where Your Data is disclosed to a contractor, LAMP Creative Pty Ltd undertakes to make information available to you on request about the manner in which LAMP Creative Pty Ltd's contractors handle your data.

LAMP Creative Pty Ltd undertakes to ensure that the information provided is meaningful, and addresses your concerns.

You undertake:

- not to seek such information for frivolous purposes, or unreasonably frequently; and
- to accept that the disclosure of excessive detail may harm the security of Your Data and LAMP Creative Pty Ltd's business processes, and may harm LAMP Creative Pty Ltd's commercial interests.

Handling of Enquiries, General Concerns and Complaints

If you have enquiries, general concerns, or complaints about these Terms, or about LAMP Creative Pty Ltd's behaviour in relation to these Terms, you undertake:

- to **communicate them in the first instance:**
 - to LAMP Creative Pty Ltd only;
 - in sufficient detail;
 - through a channel made available by LAMP Creative Pty Ltd for that purpose;

LAMP Creative Pty Ltd undertakes:

- to provide one or more **channels for communications** to LAMP Creative Pty Ltd, which are convenient to users;
- to promptly provide **acknowledgement** of the receipt of communications, including the provision of a copy of the communication, the date and time it was registered, and LAMP Creative Pty Ltd's reference-code for the communication;
- to promptly provide **a response** to the communication, in an appropriate and meaningful manner.

You further undertake to not pursue LAMP Creative Pty Ltd through any **Regulator or the media:**

- until and unless LAMP Creative Pty Ltd has had a reasonable opportunity to respond to the initial communication; and
- while LAMP Creative Pty Ltd and you remain are conducting a meaningful dialogue about the matter.

Enforcement

LAMP Creative Pty Ltd declares that its undertakings in these Terms are intended to create **legal obligations**, and that those obligations are intended to be **enforceable** under appropriate laws in appropriate jurisdictions. These include laws relating to data protection, privacy, fair trading, corporations and criminal laws.

You undertake to seek enforcement only in a **jurisdiction** that is relevant to the transactions that have taken place between You and LAMP Creative Pty Ltd, in particular the jurisdiction in which you live or in which you performed the relevant acts, and the jurisdiction in which LAMP Creative Pty Ltd is domiciled or performed the relevant acts.

If you wish to discover the **relevant laws** in any particular jurisdiction, LAMP Creative Pty Ltd draws your attention to the following resources:

- [WorldLII Privacy Links](#)
- [Compilation of \[U.S.\] State and Federal Privacy Laws](#), Privacy Journal, Providence RI
- [Privacy Law Sourcebook 2004, EPIC](#), Washington DC
- the Australian Privacy Foundation's pages:
 - [International Instruments Relating to Privacy Law](#)

- [Privacy Laws of Countries of the World](#)
- [Privacy Laws of the Commonwealth of Australia](#)
- [Privacy Laws of the States and Territories of Australia](#)
- [Privacy International](#)

Changes to These Privacy Undertakings

LAMP Creative Pty Ltd undertakes:

- not to materially change these Terms in a manner that reduces the protections for Your Data;
- to take all possible steps to prevent any company that acquires this company or any of its relevant assets from materially changing the Terms applicable to Your Data in a manner that reduces the protections for Your Data;
- where it is considering making changes to these Terms, or creating more specific Terms relating to specific services, to consult with appropriate representative and advocacy organisations;
- where it makes changes to these Terms, to ensure that the differences between successive versions are readily accessible;
- to maintain all prior versions of these Terms in such a manner that they are dated, and readily accessible.

Definitions

Your Data means data that is capable of being associated with you, whether or not it includes an explicit identifier such as your name or customer number. In particular, it encompasses all data that LAMP Creative Pty Ltd is capable of correlating with you, using such means as server-logs and cookie-contents.

Your Data does not refer to data that can no longer be associated with you. This includes aggregated data that does not and cannot identify the individuals whose data are included in the aggregation.

Consent means your concurrence with an action to be taken by LAMP Creative Pty Ltd. Consent may be express or implicit, but in either case must be informed and freely-given.