

## WEBSITE TERMS & CONDITIONS

### 1. General

In these terms, 'we', 'us', 'our', 'this website' '[OZRUROU&OZGROUND]' means [WWW.OZRUROU.COM&WWW.OZGROUND.COM].

By accessing this site you agree to be bound by these Terms and Conditions, as well as all applicable laws and regulations, and agree that you are responsible for compliance with any applicable laws with respect your use of our website

These terms form a contract between you and us.

Please read these terms and conditions carefully before accessing or using this website. These terms contain important information about the use of this website and the legal responsibilities of both this website and users.

### 2. Privacy Policy

By signing up, you agree that we may store, process, transmit and otherwise use your data for the processing of your order, and to provide you with information on Teckulture products or deals from time to time. Please refer to our [Privacy Policy](#) for more information.

### 3. Usage of This Website

You must not use this website for any illegal or unauthorised purpose or violate any laws in your jurisdiction.

This site may contain listings for certain adult venues. Any such listings on this site are available for viewing for lawful purposes only. It is the absolute responsibility of the user to determine and obey any and all applicable laws including laws applicable to your jurisdiction in regards to such adult venues and to ensure that any venue listed complies with applicable laws. We provide no guarantee, warranty or promise that such venues comply with any applicable law, including but not limited to criminal, licensing, or zoning and planning laws. We shall not be liable whatsoever for any loss, direct or consequential, arising from the use or misuse of this site and any venues listed herein.

You must take your own precautions to ensure that your passwords and/or usernames remain confidential. Teckulture shall not be liable for any loss related to or arising from our account and/or passwords being compromised.

You must take your own precautions to ensure that your use of this website does not expose you to risk of viruses or other dangers which may cause you loss.

We take no responsibility, and shall not be liable for any losses or damage which may arise in connection with your use of this website.

You must not:

- commit or encourage a criminal offence;

- transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- hack into any aspect of the Service; corrupt data;
- cause annoyance to other users;
- infringe upon the rights of any other person's proprietary rights;
- send any unsolicited advertising or promotional material, commonly referred to as "spam", including but not limited to the promotion of pyramid schemes, chain letters or disruptive commercial messages;
- or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

We will report any such breaches to the relevant law enforcement authorities and disclose your identity to them.

#### **4. Capacity**

By using this site you represent that you are over the age of majority in your jurisdiction and agree to only use this site in a lawful manner. If you have not obtained the age of majority in your jurisdiction, you are not able to use this website.

#### **5. Testimonials, User Comments and content posted by third parties and other users**

We are not responsible for, and do not endorse, Content in any posting made by users or third parties on this Website. Under no circumstances shall Teckulture be held liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with any Content posted by a third party including other users on the Website or any advertisers.

#### **6. Errors, Inaccuracies, Omissions.**

We do not warrant or guarantee that information or content found on this website is accurate, complete or current. Any information/content is provided for general information only and hence should not be relied upon for making decisions without having regard to other sources of information.

You agree that you do not rely on any information contained on this site in visiting any of the listed venues.

#### **7. Availability of Content**

We shall not be liable if for any reason this site or any part of it is unavailable at and for any time.

#### **8. Third Party Content and Links**

This site may contain links to other websites and content over which we have no control. These links may not be correct or current, and we shall not be liable for any content which this site may link to.

#### **10. Intellectual Property**

All content included on this Website, such as text, graphics, logos, is the exclusive property of us and is protected by Australian and other copyright laws and international treaties.

Any unauthorised use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on this Website is strictly prohibited unless authorised by us in writing.

### **13. Indemnity**

You agree to indemnify, defend and hold harmless this site, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this sites and its listings, or your breach of these Terms.

### **14. Variation**

We have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website, including the terms of conditions and privacy policy.

It is the user's responsibility to check this page for any changes.

### **15. Invalidity & Severance**

If any part of these Terms are unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms will not be affected, and all other clauses will remain in full force and effect.

So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly.

### **16. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions, and you agree that no conduct of us shall operate as waiver of any right under this agreement. Any waiver of any term of the agreement will be effective only if in writing and signed by an authorized representative of this website.

### **17. Disclaimer**

If any law or regulation including but not limited to the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law, confers rights and remedies to you in relation to the provision by us of products or services ordered by you which cannot be excluded, restricted or modified we do not exclude these rights but we do exclude all other conditions and warranties implied by custom, law or statute.

Except as provided for by rights which cannot be excluded by law:

(a) any products and services are provided without warranties of any kind, either express or implied;

- (b) we do not warrant that those products and services will be complete or free from all errors;
- (c) we do not warrant that information will continue to be available to us to enable us to keep those products and services up-to-date; and
- (d) all representations are expressly excluded and you have not relied on any representations in ordering products and services from us.

Subject to this clause and to the extent permitted by law, under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages of any kind whatsoever, whether arising under tort, contract, statute (where possible) or any other legal right or remedy whatsoever, which result from any use, misuse or any inability to use, our products or services or this website.

#### **18. Governing Law and Jurisdiction**

These Conditions will be governed by and construed according to the law of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.

#### **19. Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements.

#### **20. Force Majeure**

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not exclusive to acts of god, natural disasters, sabotage, accident, shortage of supplies, equipment and materials, strikes and lockouts, civil unrest, computer hacking, or malicious damage.

#### **21. Termination**

The obligations and liabilities of the parties incurred prior to 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 may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Service, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Service (or any part thereof).

## DISCLAIMER

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Subject to this clause and to the extent permitted by law, under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages of any kind whatsoever, whether arising under tort, contract, statute (where possible) or any other legal right or remedy whatsoever, which result from any use, misuse or any inability to use, our products or services or this website.





## PRIVACY POLICY

### GENERAL

1. We are committed to ensuring the privacy of your information and we hold all personal information collected by us in accordance with the requirements of any applicable privacy legislation.
2. This privacy policy applies to personal information submitted on this website; and Any information automatically retrieved during visits to this Site. By visiting the Site, you consent to us collecting such information and using it, in accordance with this Privacy Policy.  
We may modify, alter or otherwise change this Privacy Policy from time to time, with or without notice to you. Any changes are to be effective immediately upon the updating of this page. You agree to check the Privacy Policy and to be bound by the Privacy Policy that is in effect at the time at which you access this Site.

### COLLECTION AND USE OF PERSONAL INFORMATION

1. You may browse and access information contained on this Site without providing personally identifiable information.
2. We may collect personal information (for example an individual's name, address, and information about the items you have purchased) through this Site when you make a purchase. Such information is collected for the purpose of administering your account, for our own internal records, and for contacting you in relation to your use of the site or sending you information about products or services that we think you may be interested in, provided you agree to receive such communication.
3. Any third party that we use to process payments for purchases made through this Site may also collect your personal information. Please refer to the relevant third party's privacy policy for further details.
4. Personal information will be used only for the purposes for which it is collected, and will be retained only for as long as is necessary to fulfil the purposes for which the information was collected.
5. Other than as set out above, we will not release personal information to any third party except where required or permitted by law, where you have authorised us to do so, or where disclosure is a necessary part of the purpose for which the information was provided.

### INFORMATION AUTOMATICALLY RETRIEVED WHILE VISITING THIS SITE

1. We may automatically collect statistics about people visiting this site to improve our site and monitor traffic. Such collection does not identify individual users and does not result in personal information being collected or stored about you.

### SECURITY

1. We have used all reasonable efforts to prevent unauthorised access to personal information, maintain data accuracy and ensure appropriate use of any personal information. However, you acknowledge that the internet is inherently insecure, and we cannot prevent and is not responsible for, interception or "hacking" of information transmitted through this Site by unauthorised third parties.

### LINKS TO EXTERNAL WEBSITES

1. This Site may contain links to external websites. We are not responsible for the privacy policies of any such external sites, and this Privacy Policy applies only to information which we collect.

