



[Guidance notes from Business Kitz (to be deleted):

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J Culture Sydney

Clontarf NSW 2093 Phone : 0414 758 295
jinfo@jculturesydney.com www.jculturesydney.com



March, 2024

J Culture Sydney Website Terms and Conditions

Parties: You will be referred to throughout these Terms and Conditions as (“**you**” or “**your**”). J Culture Sydney ABN 99 659 714 959 will be referred to throughout as J Culture Sydney or (“**we**” or “**our**”).

Overview: J Culture Sydney (**Website Owner**) owns and operates this website.

Access to and use of this Website and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

1. Amendments to Terms of Use

- (a) We reserve the right to amend these Terms of Use from time to time.
- (b) Amendments will be effective immediately upon notification on this Website.
- (c) Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

2. Access

- (a) Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice.
- (b) We will not be liable if for any reason this Website is unavailable at any time or for any period.
- (c) From time to time, we may restrict access to some parts or all of this Website.

3. Privacy policy

Our privacy policy, which sets out how we will use your information, can be found at https://www.jculturesydney.com/_files/ugd/8c61c7_5af5337b620b41a383c0f2f3d112483d.pdf.

By using this Website, you consent to the processing described in the privacy policy and affirm the accuracy of all data you provide.

4. Linked sites

- (a) This Website may contain links to other websites (“**Linked Sites**”), which are not operated by the Website Owner. We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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- (b) Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

5. Usage of the Website

- (a) You must not misuse this Website. You will not:
 - i) commit or encourage a criminal offense;
 - ii) 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;
 - iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - iv) infringe upon the rights of any other person's proprietary rights;
 - v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.
- (b) Violating this provision would constitute a criminal offense and we will notify the appropriate law enforcement authorities and reveal your identity in such a case.
- (c) We will not be liable for any loss or damage caused by a 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 this Website or to your downloading of any material posted on it, or on any Linked Sites.

6. Intellectual property

- (a) The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of the Website Owner or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by the Website Owner and its licensors.
- (b) You may store, print and display the content supplied solely for your own personal use.
- (c) 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 this Website nor may you use any such content in connection with any business or commercial enterprise.

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7. Linking to this Website

- (a) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (b) You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page.
- (c) We reserve the right to withdraw linking permission without notice.

8. Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law, we hereby expressly exclude all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to 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 this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect the Website Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

9. Disclaimer regarding copyright

- (a) Unless explicitly stated otherwise, all individuals (including their names and images), third party trademarks, content, services and/or locations featured on this Website are not in any manner associated, linked, or affiliated with the Website Owner. You should not assume the presence of such a connection or affiliation.

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- (b) Any trademarks/names featured on this Website are owned by the respective trademark owners.
- (c) Where a trademark 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 the Website Owner.

10. Indemnity

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

11. Variation

We retain the right in our absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

12. Invalidity

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

13. Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

14. Promotional emails and content

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

15. Feedback

Please email us at info@jculturesydney.com if you have any feedback, questions or concerns, and we will make every effort to resolve, rectify and answer your queries in accordance with our complaints procedure.

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