

# Terms & Conditions

## 1. Your Acceptance

- A. By using and/or visiting this website (collectively, including all content and functionality available through the ozdare.com domain name, the "Ozdare Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Ozdare's privacy notice incorporated here by reference, and (3) Ozdare's Community Guidelines, below. If you do not agree to any of these terms, the Ozdare privacy notice, or the Community Guidelines, please do not use the Ozdare Website.
- B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.ozdare.com/terms>. Ozdare may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

## 2. Ozdare Website

- A. These Terms of Service apply to all users of the Ozdare Website, including users who are also contributors of content, information, and other materials or services on the Website. The Ozdare Website includes all aspects of Ozdare, including but not limited to all products, software and services offered via the website such as the Ozdare channels, the Ozdare "Embeddable Player," the Ozdare "Uploader" and other applications.
- B. The Ozdare Website may contain links to third party websites that are not owned or controlled by Ozdare. Ozdare has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Ozdare will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Ozdare from any and all liability arising from your use of any third-party website.
- C. Accordingly, we encourage you to be aware when you leave the Ozdare Website and to read the terms and conditions and privacy policy of each other website that you visit.

## 3. Ozdare Accounts

- A. In order to access some features of the Website, you will have to create a Ozdare account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Ozdare immediately of any breach of security or unauthorized use of your account.
- B. Although Ozdare will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Ozdare or others due to such unauthorized use.

## 4. General Use of the Website -- Permissions and Restrictions

Ozdare hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

- A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without Ozdare's prior written authorization.
- B. You agree not to alter or modify any part of the Website.
- C. You agree not to access User Submissions (defined below) or Ozdare Content through any technology or means other than the content playback pages of the Website itself, the Ozdare Embeddable Player, or other explicitly authorized means Ozdare may designate.
- D. You agree not to use the Website, for any commercial use, without the prior written authorization of Ozdare. Prohibited commercial uses include any of the following actions taken without Ozdare's express approval:
  - sale of access to the Website or its related services (such as the Embeddable Player) on another website;
  - use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
  - the sale of advertising, on the Ozdare website or any third-party website, targeted to the content of specific User Submissions or Ozdare content;
  - and any use of the Website or its related services (such as the Embeddable player) that Ozdare finds, in its sole discretion, to use Ozdare's resources or User Submissions with the effect of competing with or displacing the market for Ozdare, Ozdare content, or its User Submissions.
- E. Prohibited commercial uses do not include:

- uploading an original content to Ozdare, or maintaining an original channel on Ozdare, to promote your business or artistic enterprise;
  - any use that Ozdare expressly authorizes in writing.
- F. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Ozdare servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Ozdare grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Ozdare reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.
- G. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, Ozdare Community Guidelines, and all applicable local, national, and international laws and regulations.
- H. Ozdare reserves the right to discontinue any aspect of the Ozdare Website at any time.

## 5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the Ozdare Website.

- A. The content on the Ozdare Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, contents, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to Ozdare, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Ozdare reserves all rights not expressly granted in and to the Website and the Content.
- B. **You may access User Submissions solely:**
- for your information and personal use;
  - as intended through the normal functionality of the Ozdare Service; and
  - for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Ozdare Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Contents for any purpose or in any manner other than Streaming is expressly prohibited. User Contents are made available "as is."

- C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the Ozdare Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the Ozdare Service or otherwise as prohibited under this Agreement.
- D. You may access Ozdare Content, User Submissions and other content only as permitted under this Agreement. Ozdare reserves all rights not expressly granted in and to the Ozdare Content and the Ozdare Service.
- E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.
- F. You agree not to circumvent, disable or otherwise interfere with security-related features of the Ozdare Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Ozdare Website or the Content therein.
- G. You understand that when using the Ozdare Website, you will be exposed to User Submissions from a variety of sources, and that Ozdare is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do

waive, any legal or equitable rights or remedies you have or may have against Ozdare with respect thereto, and agree to indemnify and hold Ozdare, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

## 6. Your User Submissions and Conduct

- A. As a Ozdare account holder you may submit content ("User Contents") and textual content ("User Comments"). User Contents and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, Ozdare does not guarantee any confidentiality with respect to any User Submissions.
- B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize Ozdare to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.
- C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to Ozdare, you hereby grant Ozdare a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Ozdare Website and Ozdare's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Ozdare Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Ozdare Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Contents terminate within a commercially reasonable time after you remove or delete your User Contents from the Ozdare Service. You understand and agree, however, that Ozdare may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.
- D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Ozdare all of the license rights granted herein.
- E. You further agree that you will not, in connection with User Submissions, submit material that is contrary to the Ozdare Community Guidelines below, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
- F. Ozdare does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Ozdare expressly disclaims any and all liability in connection with User Submissions. Ozdare does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Ozdare will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Ozdare reserves the right to remove Content and User Submissions without prior notice.

## 7. Account Termination Policy

- A. Ozdare will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.
- B. Ozdare reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. Ozdare may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

## 8. Digital Millennium Copyright Act

- A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant Copyright Regulation by providing our Copyright Agent with the following information in writing:
  - A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court of in Melbourne, in Victoria Australia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Ozdare may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 14 to 18 business days or more after receipt of the counter-notice, at Ozdare's sole discretion.

## 9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE OZDARE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, OZDARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. OZDARE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE OZDARE WEBSITE. OZDARE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE OZDARE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND OZDARE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## 10. Limitation of Liability

IN NO EVENT SHALL OZDARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO



YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE OZDARE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT OZDARE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Website is controlled and offered by Ozdare from its facilities in the Australia. Ozdare makes no representations that the Ozdare Website is appropriate or available for use in other locations. Those who access or use the Ozdare Website from other jurisdictions do so at their own volition and are responsible for compliance with Australian laws.

## 11. Indemnity

You agree to defend, indemnify and hold harmless Ozdare, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Ozdare Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Ozdare Website.

## 12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Ozdare Website is not intended for children under 13. If you are under 13 years of age, then please do not use the Ozdare Website. Please speak to your parents about what sites are appropriate for you.

## 13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Ozdare without restriction.

## 14. General

You agree that: (i) the Ozdare Website shall be deemed solely based in Victoria, Australia; and (ii) the Ozdare Website shall be deemed a passive website that does not give rise to personal jurisdiction over Ozdare, either specific or general, in jurisdictions other than Victoria. These Terms of Service shall be governed by the internal substantive laws of the State of Victoria, without respect to its conflict of laws principles. Any claim or dispute between you and Ozdare that arises in whole or in part from the Ozdare Website shall be decided exclusively by a court of competent jurisdiction located in Melbourne, Victoria, Australia. These Terms of Service, together with the Privacy Notice and other legal notices published by Ozdare on the Website, shall constitute the entire agreement between you and Ozdare concerning the Ozdare Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Ozdare's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Ozdare reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Ozdare Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND OZDARE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE OZDARE WEBSITE MUST COMMENCE WITHIN 12 months AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

# Ozdare Community Guidelines

## Trust and Respect the Ozdare Community

Ozdare is asking that users don't abuse the website and that every cool new community feature on Ozdare entails a certain level of trust, respect and responsibility by you to all of the.

## Ozdare Reviews Content Flagged As Inappropriate

If you upload content that gets flagged as inappropriate, Ozdare shall review the content to determine whether the content violates our Terms of Use - any flagged content are not automatically taken down by the website system. If Ozdare removes your content after reviewing it, you can assume that we removed it purposefully, and you should take our warning notification very seriously. Please read these Terms of Use and try to see it from Ozdare's perspective. If you find other content on Ozdare share the same violations, please flag them so Ozdare can review them as well!

## Crossing the Ozdare Line

Please find below some common-sense rules that will help you steer clear of trouble:

- Ozdare is not for pornography or sexually explicit content. If this describes your content then don't post the content on Ozdare. Also, be advised that Ozdare works closely with law enforcement and reports child exploitation.
- Please do not post content showing bad stuff like animal abuse, drug abuse, or bomb making or other terrorist associated activities.
- Graphic or gratuitous violence is not allowed. If your content shows someone getting hurt, attacked, or humiliated, please do not post it.
- Ozdare is not a shock site. Please do not post gross-out contents of accidents, dead bodies and similar things.
- Respect copyright. Only upload contents that you made or that you are authorized to use. This means don't upload contents you didn't make, or use content in your contents that someone else owns the copyright to, such as music tracks, snippets of copyrighted programs, or contents made by other users, without necessary authorizations. Read our Copyright Tips for more information.
- Ozdare supports free speech and defend everyone's right to express unpopular points of view. However Ozdare does not permit hate speech (speech which attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity).
- Ozdare has zero tolerance for predatory behavior, stalking, threats, harassment, invading privacy, or the revealing of other members' personal information. Anyone caught doing these things may be permanently banned from Ozdare.
- Everyone hates spam. Please do not create misleading descriptions, tags, titles or thumbnails in order to increase views. It's not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages.

Please take these rules seriously and take them to heart. Don't try to look for loopholes or try to lawyer your way around them-just understand them and try to respect the spirit in which they were created. Violations of the Terms of Use may result in a warning notification or termination of your account. If your account is terminated you are prohibited from creating any new accounts.

## Ozdare Community

Remember that this is your community! Each and every user of Ozdare makes the website what it is, so don't be afraid to express your point of view and become involved!

- Please have fun with the site. Ozdare has a lot to see, amazing stuff to enjoy.
- Tell folks what you think. Feedback from users to other users is part of the experience, make friends, share stories, and make your time on Ozdare for fulfilling and richer.
- You may not like everything you see. Some of the content here may offend you-if you find that it violates our Terms of Use under the content you're watching to submit it for review by Ozdare staff. If it doesn't, then consider just clicking on something else-why waste time watching contents you don't like?

## Ozdare Copyright Tips

### What is copyright?

Copyright is a form of legal protection that grants people who create and produce content the exclusive rights to control certain uses of that content. Examples of the types of content that are protected by copyright include music, artistic works, videos, video games, books and films. Copyright protection means that a copyright owner can control certain uses of their work. Most importantly, this protection gives the copyright owner the right to control the copying of their content, adapting and transmitting the content. Uploading and sharing content via the Internet implicates many of a copyright owner's exclusive rights. The exclusive nature of copyright means that only the owner can decide who engages in these activities with respect to their content.

There are limitations to copyright. It does not, for example, generally protect ideas or facts. In addition, there are some uses of copyright protected materials are authorized by law. This means, for example, that the copyright owner's permission is not required to use their work in a video. The precise nature of these exceptions to copyright protection, depends on the national copyright law that applies. In the US, the most important exception is fair use. In the UK, there are fair dealing exceptions for particular uses such as criticism and review or reporting the news. In Brazil, the exceptions are itemized and specific and include quotes with attribution or short excerpts for personal use.

WIPO has a list of Intellectual Property and Copyright Offices internationally, you can find the one applicable for your country here: <http://www.wipo.int/directory/en/urls.jsp>

### A few guiding principles

Ozdare respects the rights of all creators, and hope you will work with us to keep our community a creative, legal, and positive experience for everyone, including all creators. Posting copyright-infringing content can lead to your video being blocked from the site, the termination of your account, and possibly monetary damages if a copyright owner decides to take legal action. Below are some guidelines to help you determine whether your video may infringe someone else's copyright.

- If you taped it off cable, videotaped your TV screen, or downloaded it from some other website, it is copyrighted and requires the copyright owner's permission to distribute or can only be used within the limits of legal exceptions to copyright.
- If you give credit to the owner/author/songwriter-it is still copyrighted.
- If you are not selling the video for money-it is still copyrighted.
- If similar videos appear on our site-it is still copyrighted.
- If the video contains a copyright notice-it is still copyrighted.
- If you created a video made of short clips of copyrighted content-even though you edited it together, the content is still copyrighted.

Please note, this material is provided for informational purposes only. It is not, nor is it intended to be, legal advice, or a substitute for legal advice.

### Ozdare - Copyright Infringement Notification

To file a copyright infringement notification with Ozdare, you will need to send a written communication that includes substantially the following (please consult your legal counsel to confirm these requirements):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to us as follows:

Ozdare Business Services Pty Ltd

7 Endeavour Way Melbourne, Victoria, Australia  
Fax: +61 3 9314 9099  
Email: [copyright@ozdare.com.au](mailto:copyright@ozdare.com.au)

Please also note that Copyright regulation provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

If there are a lot of content be removed, or you expect to have an ongoing need to remove potentially infringing content from Ozdare, we suggest that you sign up for our Ozdare Verification Program ([verification@ozdare.com](mailto:verification@ozdare.com)), which electronically notifies Ozdare, removing any room for error, and significantly increases the speed at which we are able to remove any infringing content.

### Counter-Notification

If you elect to send us a counter notice, please email Ozdare help desk [info@ozdare.com](mailto:info@ozdare.com).

Please note that under Copyright regulations, provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

That's it! Thanks for reading!

-The Ozdare Team

### Agreements Definitions

The following definitions apply in the Agreement (including each Schedule and Annexure) unless the context requires otherwise:

Agent means authorised third parties that are contracted to perform functions on our behalf including credit card processing, postal services, customer service; fulfilment, package delivery, postal mail, Content Management and related services.

Approved Product and Services means the Products and Services (as specified and approved from time to time by Ozdare) to be offered, provided or marketed or sold or supplied by the Company, or other authorised contractors to Customers and prospective customers of the Company under the "Ozdare " name and logo and related Intellectual Property.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business.

Content or Material means all videos, podcasts, vodcasts. photos, text, pictures, sound, works of authorship, graphics, content, electronic customer details and other data supplied and collected by the parties in digital format or otherwise;

Confidential Information means the information which relates to the Company, other member of the Company, the Business (including, the financial details of each Customer, business model of the Company) which is disclosed to the Client by or on behalf of the Company or which is otherwise acquired by the Client directly or indirectly from Company or which otherwise comes to the knowledge of the Client, whether the information is in oral, visual or written form or is recorded in any other medium.

Client or You means an independent third party (that includes but is not limited to) a Consumer, Distributor, Salon Owner and Stylists) that is a Registered User of Ozdare website

Client Resource Centre or CRC means the exclusive, private, proprietary, secure, online electronic file and interface that provides access and privileges to Registered Users to disclose, display, change, update their Personal Information, access Our Information and subscribe to our Approved Services online (including the World Wide Web).

Company or Ozdare or We or Ozdare means Ozdare Business Services Pty Ltd (A.B.N. 32 122 738 836) an Australian incorporated company that owns the Website.

**Intellectual Property** means any intellectual or industrial property owned, licensed or used by Ozdare (as amended from time to time) or has been granted any rights in respect of from time to time, including:

- a. a patent, trademark or service mark, copyright, registered design, trade secret, moral rights or confidential information;



- b. a licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing;
- c. the Trademarks;
- d. Personal Information;
- e. the names 'Ozdare' (and any other names which are substantially similar);
- f. the intellectual property attaching to the Website and Work Product;
- g. the Content and / or Material (including related Work Product) uploaded onto the Website; and
- h. any manuals or other documents provided by or on behalf of the Company.

Identifying Marks means all signs, logos, slogans, designs, colour schemes and patterns and any other features associated with the Company.

Information means Personal Information and Other Information.

IT Materials includes procedures, documentation, reports and drawings.

IT Systems includes domains, Website, computer programs, program listings and programming tools and any amendments, modifications, new releases or updates thereto

Personal Information means individual pieces of information that can, when used collectively, identify you. Permitted Purpose means the use of the Information in accordance with the terms and conditions of this Agreement. Permitted Third Parties means related family members.

Privacy Statement or Privacy Policy means the Ozdare's statement and guidelines as to the privacy obligations pertaining to a Client's Personal Information.

Other Information means information that is Our Information or information that is not Personal Information. Our Information means information that is available on the Website, our IT Systems and information generated by the Company generically in the provision and delivery of any Services.

Registration Form means the list of questions that are completed and submitted by a Visitor to become a Registered User.

Registered User means a Visitor to the Website that has completed and submitted our Registration Form, approved by Ozdare and granted access to the Client Resource Centre by entering a valid nominated User Name and Password.

Salon Owner means an independent third party professional hair dressing salon owner (including authorised staff of Salon Owner) and/or client of the Distributor, and that is a Registered User of Ozdare and/or acquires and/or subscribes directly or indirectly to receive Approved Services

Stylist means an independent third party individual that is a Registered User of Ozdare and that provides and/or contributes directly or indirectly Content or Material to Ozdare Website.

Trademarks means a registered or unregistered trade marks or trade mark application as specified by the Company from time to time and includes any other trademark notified in writing from time to time by the Company and Trademark means any of them.

Website includes the interface, functionality, Content and Work Product made available on pages under the domain name www.ozdare.com and related domains and sub-domains;

Visitor means an individual person associated with a Consumer, Distributor, Salon Owner and Stylists) that visits and browses the Website but may or may not be a Registered User.

User Name means the alphanumeric/numeric characters nominated by the individual visitor to the Website that is entered into, submitted by the Registered User and utilised as the protection mechanism for information contained in the Registered User's Client Resource Centre confidential.