



Terms and Conditions

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These terms and conditions govern your use of all Services. If you do not agree with these terms and conditions, please do not use the Service.

Please review the following terms and conditions carefully before using this Service. You should also read our privacy policy under <https://wogglemania.com/privacy-policy/>.

1. Introduction

1.1 This Service is owned and operated by Barrakuda Onlinemarketing, Römerweg 42, 6833 Klaus in Vorarlberg, Austria.

1.2 Where we use the term "Service" we mean any website, mobile site, app, application and/or other service, regardless of how distributed, transmitted, published, or broadcast and any related pages and Content, under our control.

1.3 Where we refer to "Content" we mean all content, information and material, including software, technology, text, links, posts, messages, emails, music, sound, graphics, pictures, video, games and all audio visual or other material available on or through the Service, whether posted, uploaded, transmitted, sent or otherwise made available by us, our licensors, vendors, and/or service providers, or by you, and/or other users or third parties.

1.4 Where we refer to "Barrakuda", "we", "us" and "our" we mean Barrakuda Onlinemarketing, each of our employees, sub-contractors, agents, and representatives.

1.5 Where we refer to "you" and "your" this means or relates to you the user.

1.6 You understand and agree that we may add to or change these terms and conditions at any time. New terms and conditions are effective immediately upon posting to the Service. Your continued use of the Service shall constitute on-going acceptance of these terms and conditions, as updated from time-to-time. We therefore recommend that you check this page regularly.

2. Age Limit

2.1 You must be at least 12 years of age in order to use the Service.

2.2 We strongly recommend that if you are 12 years of age or older but not yet 18, you ask your parents for permission before sending any information about yourself to anyone over the internet and we encourage parents to teach their children about safe internet use practices.

3. Third party links, service providers and linking to the Service

3.1 The Service may include links to services supplied by or operated by third parties including advertisers and other content providers. We do not control such linked services, and are not responsible for their content, functionality or legality. Those third parties may collect data or solicit personal information from you; we are not responsible for the collection, use or



disclosure of any information those services may collect. Linking to any other service or website from this Service is at your own risk.

3.2 The Service may also include certain features, functionality, and/or content that may be hosted, administered, supplied by or operated by third party service providers, such as social, community and public discussion areas, photo and video galleries, blogs, auctions, shopping, payment processing. These service providers may require that you agree to their additional terms, conditions, contracts, agreements and/or rules. Your compliance with any such additional terms, conditions, contracts, agreements and/or rules is solely your responsibility and will have no effect on your continuing obligation to comply with these terms and conditions. Barrakuda specifically disclaims any and all liability in connection with the acts or omissions of such third party service providers.

3.3 Any service that links to or otherwise interacts with this Service must not

3.3.1 create a frame or any other browser or border environment around our Content, unless previously agreed with us;

3.3.2 harvest or scrape Content either from our pages, databases or our feeds and reuse for its own or public use, unless previously agreed with us;

3.3.3 imply that Barrakuda is endorsing it or its products or services;

3.3.4 infringe any intellectual property or other right of any person;

3.3.5 contain content that could be construed as illegal, distasteful, offensive, controversial or otherwise detrimental to Barrakuda's reputation or commercial interests.

3.4 Barrakuda expressly reserves the right to require that any link or activity which is in breach of these terms and conditions be removed and/or ceased, and to take whatever other action we deem appropriate.

4. Use of the Service by You

4.1 You may retrieve and display Content from this Service on a computer screen or other device, print individual pages on paper (but not photocopy them) and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for your own personal, non-commercial use. You may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching or otherwise, of any Content. You agree to use the Service only for your own personal non-commercial use and lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

4.2 Notwithstanding anything else in these terms and conditions, you agree not to use the Services:

4.2.1 in any way that breaches any applicable local, national or international law or regulation;

4.2.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

4.2.3 for the purpose of harming or attempting to harm minors in any way;

4.2.4 to send, knowingly receive, upload, submit download, use or re-use any material which does not comply with our **Acceptable Content Policy**



below;

4.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);

4.2.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or

4.2.7 to copy, harvest, crawl, index, scrape, spider, mine, gather, extract, compile, obtain, aggregate, capture, or store any Content, including without limitation photos, images, text, music, audio, videos, podcasts, data, software, source or object code, algorithms, statistics, analysis, formulas, indexes, registries, repositories, or any other information available on or through the Service, including by an automated or manual process or otherwise;

4.3 Other than connecting to Barrakuda's servers by HTTP requests using a web browser, you may not attempt to gain access to Barrakuda's servers by any means, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise.

4.4 You agree not to disrupt, modify or interfere with the Service or its associated software, hardware and servers in any way, and you agree not to impede or interfere with others' use of the Service.

4.5 To the extent the Service includes an download of software such as an app, you agree not to (and not to attempt to or encourage others to): (i) use the software or app for any use or purpose other than as expressly permitted by these terms and conditions; or (ii) copy, adapt, modify, reverse engineer, decompile disassemble, otherwise tamper with, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the software or app or any portion of the software or app, except as expressly permitted in these terms and conditions.

5. Content by You or other users

5.1 User Generated Content (UGC) means any Content that you or other users upload, submit or make available to the Service.

5.2 You understand that your communications on the Service are not private or confidential and may be viewed by others accessing the Service.

5.3 Our Privacy Policy also applies to UGC.

5.4 We reserve the right to, but undertake no duty to, review, edit, move or delete any UGC in our sole discretion and without notice.

5.5 We do not endorse, support, sanction, encourage, verify or agree with the comments, opinions or statements posted as UGC. Any information or material placed online by other users of the Service, including advice and opinions, is the view and responsibility of those users and does not represent the view of Barrakuda. You agree that, to the maximum extent permitted by applicable law, we have no responsibility or liability to you for UGC including for any failure to or delay in removing UGC. If you have a



complaint about any UGC, see the Complaints section below.

5.6 You are solely responsible for your UGC and may be held liable for UGC that you post. In this regard, you agree that you will comply with the following **Acceptable Content Policy** and not submit UGC that:

5.6.1 Is hateful, abusive, racist, discriminatory, sexually offensive, obscene, vulgar, defamatory, threatening to another user, promotes violence, is infringing of third party rights (such as copyright, trademark, trade secret or any other personal or proprietary rights, or confidentiality), invasive of personal privacy or publicity rights, disruptive to the flow of chat or in our reasonable view, otherwise objectionable.

5.6.2 impersonates another person (including celebrities), indicates falsely that you are an employee or a representative of Barrakuda or its business partners.

5.6.3 you do not own or have the rights to submit or that is illegal.

5.6.4 promotes any form of illegal activity including (by way of example) hacking, drug taking, terrorism, cracking or distribution of counterfeit software.

5.6.5 contains advertising, promotions or commercial solicitations of any kind or could constitute junk mail, chain letters, pyramid schemes, or other commercial activities.

5.6.6 imposes an unreasonable or disproportionately large load on the Service's infrastructure, or otherwise adversely affects, restricts or inhibits any other user from using and enjoying the Service;

5.6.7 contains any virus, Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine.

5.7 When you submit UGC, you grant us a non-exclusive, royalty free, perpetual (i.e. lasting forever), worldwide, irrevocable licence to exploit it in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party and you waive, and agree not to assert any moral or similar rights you may have in your UGC.

6. Additional Rules

We reserve the right to post, from time to time, additional terms and conditions that apply to specific parts of the Service. Such additional terms and conditions will be posted in the relevant parts of the Service, and will be clearly identified. Your use of those parts of the Service constitutes your agreement to those additional terms and conditions.

7. Intellectual Property Rights

7.1 All Content and other material on the Service is owned by us (and is protected by international copyright, trade dress, design, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights). All such rights are reserved to us.

7.2 You agree not to remove, obscure, or alter any copyright, patent, trademark, or other proprietary rights notices appearing on the Service. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from.



7.3 Making unauthorised copies of Content found on this Service may result in the prohibition of your use of the Service and further legal action.

8. Complaints

8.1 We respect the intellectual property and other rights of others, and we ask our users to do the same. We may, in appropriate circumstances and at our discretion, terminate the access of users who infringe the rights of others.

8.2 Copyright: If you believe that your work has been copied and is accessible on the Service in a way that constitutes copyright infringement, or that the Service contains links or other references to another online location that contains material or activity that infringes your copyright, please contact us.

8.3 Defamation: If you believe that another user has defamed you on the site through their UGC, please contact us. You will need to give us certain information to allow us to investigate properly.

9. Indemnification

You agree to indemnify Barrakuda and its employees, sub-contractors, agents, and representatives, and to hold them harmless from any and all claims, actions, suits and liabilities, losses, damages, costs and expenses (including legal fees) that may arise from your UGC, from your unauthorised use of our Content, or from your breach of these terms and conditions.

10. Disclaimer of Warranty and Limitation of Liability

10.1 To the maximum extent permitted by applicable law, you expressly agree that your use of the Service is at your own risk. The Service is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, Barrakuda and its employees, sub-contractors, agents, and representatives hereby expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Service.

10.2 Barrakuda does not represent or warrant that access to the Service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the Service. We do not guarantee that you will be able to access or use the Service at times or locations of your choosing, or that we will have adequate capacity for the Service as a whole or in any specific geographic area.

10.3 In no event shall Barrakuda or its employees, sub-contractors, agents, and representatives, be liable for direct, indirect, special, consequential or punitive damages arising from your use of the Service, the internet or for any other claim related in any way to your use of the Service, including for viruses alleged to have been obtained from the Service, your use of or reliance on the Service or any of the information or materials available on the Service, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages. Because some



jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, liability shall be limited to the full extent permitted by law. Barrakuda does not endorse, warrant or guarantee any third party product or service offered through the Service and 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.

10.4 Liability will not be limited in the case of fraudulent misrepresentations, death or personal injury directly caused by their negligence, or any other liability to the extent such liability cannot be excluded or limited as a matter of applicable law.

11. Termination

We have the right to terminate your use of or ability to access the Service, for any reason, without notice.

12. Privacy Policy

The information that you provide about yourself to us or otherwise collected by us about you will only be used by Barrakuda in accordance with our privacy policy under <https://woglemania.com/privacy-policy/>

13. General

In the event that any term of these terms and conditions is held to be invalid or unenforceable, the remainder of the terms and conditions shall remain valid and enforceable. These terms and conditions are governed by and construed in accordance with the laws of Austria and will be subject to the exclusive jurisdiction of the courts of Austria. If you need any help or have any questions, please feel free to contact us at the postal or email address set out at the head of these terms and conditions.