

# TERMS & CONDITIONS

## WELCOME TO The Redneck Roundup!

This site has been designed for anyone and everyone that identifies with and appreciates the “redneck lifestyle”; this site always you to be you without ridicule from “non-rednecks”. We ask you to treat all members with respect; if you do not appreciate, relate to or like the “redneck lifestyle” please do not join this site to antagonize our Members..

Any profile, message or comments that contain content that is overly vulgar, sexually-explicit, discriminatory, hateful, threatening or violating any laws will be removed. Similarly any messages that harass, insult, belittle, bully or threaten another member will be removed.

## ABOUT THE TERMS

1. By clicking 'I Accept' to the terms and conditions when becoming a member of The Redneck Roundup and/or by using the website at [www.theredneckrounup.com](http://www.theredneckrounup.com) ("**Website**") you agree to be bound by these terms and conditions and the privacy policy. You must read them carefully. If you do not agree to these terms and conditions and the privacy statement, policyh do not access, use, or participate in TRRU. If, in our reasonable opinion, you commit acts that breach these terms and conditions, we can immediately without further notice terminate your membership of this Website. These terms and conditions and the privacy statement are enforced in accordance with the laws of Florida, USA.

2. This Website is owned and operated by Buca Enterprises, LLC (referred to as “TRRU” “**us**” or “**we**”); 1052 Fieldstone Dr. Melbourne, FL 32940.

## PRIVACY POLICY

3. *The privacy policy forms part of these terms and conditions. Please read the entire privacy policy for more detailed information on how we store and use your personal information in accordance with the laws of the United States before using or submitting any personal information or other content on the Website.*

## ELIGIBILITY & REGISTRATION

4. This Website is only for persons aged sixteen years or over and as such only persons aged sixteen or above may agree to these terms and use the Website. If you are under the age of 18 years then you must obtain the permission of your parent/legal guardian to create a user account and provide personal information online. We may terminate your account at any time if, in our reasonable opinion, you have not obtained such permission. You are required to create a user account before you can access certain content or submit or post material onto this Website. You must provide complete and accurate information when creating a user account, and must immediately notify us of any unauthorised use of your user account. We reserve the right to co-operate with any legal order, direction or request to disclose the identity or other information relating to anyone posting content which violates any law.

## CHANGES AND MODIFICATIONS

5. We may modify these terms from time to time. In the event of a modification we will post the modified terms on the Website. The modified terms will come into effect as soon as they are posted on the Website and use of the Website after that point will be subject to the modified terms. It is your responsibility to review these Terms regularly. By continuing to use TRRU you will be deemed to have accepted the modified terms.

## INTELLECTUAL PROPERTY

6. All intellectual property rights (registered and unregistered), including copyright, design, patents, photographs, illustrations, software and trademarks in and on the Website shall remain vested with us or our licensors (including

other users) (**Our Materials**). You do not have permission to copy, reproduce, broadcast, transmit, modify, rearrange, download or otherwise use Our Materials except for your own personal non-commercial use as set out in these terms and conditions. We do not grant any licence or right in, or assign all or part of, our intellectual property rights in Our Materials or applications incorporated into the Website or in the user interface of the Website. You agree not to reproduce, broadcast, transmit, modify, rearrange, download or otherwise use Our Materials without our express prior written consent.

7. This Website may contain links to other websites (**Linked Sites**). These Linked Sites are outside of our control and as such we do not accept responsibility or liability for their content, materials, products or services, or warrant the accuracy or security of the Linked Sites. If you use a Linked Site you do so entirely at your own risk. Our inclusion of links to Linked Sites does not imply any endorsement of the material on them or any association with their owners or operators. Linked Sites may contain advertisements or hyperlinks to other sites - such advertisements or hyperlinked materials are not recommendations or endorsements by us and we are not responsible for the products or services being advertised. If you access other content or services from third party sites, we are not responsible for your compliance with local laws or other applicable laws.

## LINKING TO THIS WEBSITE

8. We permit you to provide links to this Website. You may use the name "The Redneck Roundup" in the text of any such link, you may not use our logo or any of our other trademarks without our prior written consent. You must not frame this Website, or represent or imply that any part of the Website belongs to anyone other than us. If we notify you that we object to the way in which you provide links to this Website, you must immediately cease providing such links.

9. We respect the intellectual property rights of others and prohibit materials that violate another party's intellectual property rights. If you believe that any material on this Website infringes copyright, please send a written notification of such infringement to our Copyright Agent by taking the following steps:

- Identify the copyrighted work so we can locate the material. For example, "The copyrighted work is on the profile page of ..."
- Identify the URL that contains the material that you claim infringes your copyright. Please word this as follows: "The content at the following URL infringes my copyright: [http://www.othercontent.com/item2\\_jp4i899](http://www.othercontent.com/item2_jp4i899)."
- Provide the electronic or physical signature of the owner of the copyright (or a person acting on the owner's behalf).
- State that you believe "in good faith" that the material you identify as copyright is not authorized by the copyright owner, its agent, or the law.
- State that the information contained in your copyright notice "is accurate to the best of my knowledge", and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
- Include your name, mailing address, telephone number and email address.

Forward these details to: The TRRU Compliance, 1052 Fieldstone Dr. Melbourne, FL32940; or email [info@theredneckroundup.com](mailto:info@theredneckroundup.com) and type "Compliance" in the subject line. . We will use our reasonable endeavours to contact the source of the allegedly infringing material and may remove any content which is the subject of a notice under this clause 9 within a reasonable time. We reserve the right to take any further steps we deem necessary to further investigate such content.

## CONDITIONS OF USE

10. The Website is built to allow members (referred to as "you" or "the member") to communicate with each other.

### THINK VERY CAREFULLY ABOUT YOUR PERSONAL PRIVACY AND SAFETY:

As TRRU is about sharing information and ideas with other like minded people, individuals or organisations that you interact with while using the Website may approach you to organise offline meetings or activities. You must satisfy yourself as to the identity of any persons or organisations that you agree to meet offline and that their intentions for meeting with you are bona fide. We do not guarantee or warrant in any way that persons who you interact with on the Website are who they claim to be. For example, just because a user says that they are a 28 year old women does not necessarily mean that they are.

### MAKE SURE YOU ALWAYS MEET OFFLINE SAFELY: -

#### **REMEMBER:**

- *WE DO NOT WARRANT AND THERE IS NO GUARANTEE THAT PEOPLE ARE WHO THEY SAY THEY ARE*

- NEVER MEET PEOPLE ALONE - AND ALWAYS TELL A FRIEND OR FAMILY MEMBER WHERE YOU ARE GOING
- IF YOU ARE UNDER 18 NEVER ARRANGE TO MEET ANYONE OFFLINE UNLESS YOU HAVE GOT THE PERMISSION OF YOUR PARENT OR GUARDIAN EVEN IF YOU INTEND TO GO WITH OTHER PEOPLE TO THE MEETING.

**MAKE SURE YOU USE THE WEBSITE SAFELY: -**

YOU SHOULD ALSO BE AWARE THAT INFORMATION THAT YOU POST ON THIS OR ANY OTHER SITE MAY AFFECT YOUR OFFLINE LIFE, FOR EXAMPLE YOU MUST NOT POST PERSONAL INFORMATION DETAILS INCLUDING YOUR ADDRESS, TELEPHONE NUMBER, YEAR OF BIRTH OR ANY OTHER INFORMATION WHICH MIGHT POSE A RISK TO YOUR PERSONAL PRIVACY OR EVEN SAFETY.

11. You may only use the Website for lawful purposes, in a responsible manner, and in accordance with these terms and conditions. By using this Website:

- You agree to be responsible for the security of your password, usage of your account and both the public and private content you communicate on the Website.
- You agree to give honest, accurate and current information about yourself and to maintain and update this information.
- You agree to accept responsibility for all materials, information, opinions, photographs, and any other media that you upload, post or publish to or through the Website (**content**).
- You agree not to transmit, upload, post, distribute, publish or reproduce in any way any content that you did not create, including copyrighted material, trademarks, hyperlinks to third party materials or other proprietary information without obtaining the prior consent for such proprietary rights.
- You agree not to transmit, post, distribute or reproduce in any way, material that violates any law or any rights of another, including but not limited to, intellectual property rights, moral rights, passing-off, defamation, contempt of court, sub-judice, privacy or confidence.
- You grant us an irrevocable, perpetual and transferrable licence to use and reproduce any content in any manner and in all media (whether now known or in the future devised) throughout the world. This includes the right to edit, adapt, modify, change, add to, and detract from, the content which you post on the Website, and to use the content for any purpose including for the purpose for publishing the content to other users of the Website, or for promotional or commercial purposes. This licence will remain in effect during the life of your membership and after your membership ceases.
- You agree that we can materially alter any content and use it in any manner and for any purpose with or without attribution to you.
- You also agree not to post offensive sexual references or suggestive language, other people's images without their consent, nudity or otherwise offensive material in any area of the site. We reserve the right, but have no obligation, to reject or remove any profile or photo.
- You agree not to distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software.

Furthermore, by using this Website you agree that you will not:

- Publish or upload any links or content that can be construed as abusive, libelous, defamatory, privacy invading, sexually and or racially offensive abusive, threatening, harmful, vulgar, obscene or otherwise offensive or unlawful material of any kind.
- Publish or upload any links or content of a pornographic nature.
- Use the Website in any way that could impair the operation of the Website including by submitting content that contains a virus or corrupted data.
- Create a false or misleading identity of, including, but not limited to, another TRRU user, a public figure, an organization or private citizen, or falsely state or otherwise misrepresent your affiliation with a person or entity for the purpose of misleading others as to the identity of the sender or the origin of a message, or to harvest or otherwise collect information about others.
- Use automated processes to collect information from the Website.
- Reformat or frame any portion of the web pages that are part of the TRRU platform.
- Interfere with another Member's use and enjoyment of the services offered through TRRU.
- Advertise or solicit other members to use TRRU for the buying and selling of goods or services.

This site may be accessed throughout United States and overseas. We make no representation that the content of this site complies with the laws (including intellectual property laws) of any country outside the United States. If you access this site from outside the United States, you do so on your own account and are responsible for ensuring compliance with all laws in the place where you are located.

We reserve the right to edit, refuse to post, or to remove content submitted by you in our sole discretion.

12. You must not make any false assertion or misrepresentation of any kind while using the Website, including as to your name, age, gender, title, occupation, qualification, accreditation, expertise or your associations, affiliations or memberships. You also must not use the Website for any immoral, illegal or criminal purpose. We have the right in our sole discretion to undertake any checks or investigations that we deem necessary from time to time in respect to all assertions and representations made by you, and all activity undertaken by you, while using the Website. We have the right in our sole discretion to refuse your access to the Website and to terminate your user account at any time if we believe that you have made a false assertion or misrepresentation, or have used the Website for an immoral, illegal or criminal purpose or otherwise breached these terms and conditions.

## **RESPONSIBILITY**

13. You are responsible and liable for all your activities while using and participating in activities on TRRU. We are not liable for any loss of confidentiality or for any damages arising from your failure to comply with Website security measures. We request that you promptly report to us any unauthorised use of your user account and password. You agree that we are not liable for any damage which may result from your neglect or otherwise from your use of the Website.

14. The TRRU areas are not designed as the primary places to store any materials; you are responsible for creating backups of materials you post to TRRU such as photos, documents and software. We are not responsible for loss of access to, or deletion or alteration of any materials.

15. We offer no conditions or warranties, representations or any other terms in relation to the Website. The use of this Website is at your sole risk. To the fullest extent permitted by law, we hereby exclude all conditions and warranties (express and implied) of any kind. To the extent permitted by law, liability under any condition or warranty which cannot be legally excluded is limited at our option to replacement or resupply of goods or services or payment for the same. While we endeavour to provide a functional Website, we do not guarantee that your use of the Website will be uninterrupted, error free or that the Website or the server from which it operates are free of viruses or other harmful components. We are not responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those which occur while being sent over the internet). We recommend that you install and use up-to-date anti-virus and firewall software on your computer. We do not warrant or make any representation regarding your access to, or the results of your access to this Website or any content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise. We shall not be responsible for any loss or damage suffered by you as a result of you using the Website, or any content which has been uploaded, posted, distributed, published or reproduced by any user of this Website. We do not endorse any opinion, recommendation or advice contained in materials on the Website which have been uploaded, posted, distributed, published or reproduced by any user of this Website.

Under no circumstances (including without limitation, any act or omission on our part) will we be liable for any indirect, incidental, special and/or consequential damages or loss whatsoever which results from any use or access of (or inability to use or access) this Website, or any materials or content on this Website.

## **INDEMNITY**

16. You agree to indemnify Buca Enterprises, LLC ( TRRU) and our respective directors, officers, agents and affiliates from and against all claims, liabilities, costs and expenses (including legal costs on a full indemnity basis) resulting from your failure to comply with these Terms and Conditions.

## **APPLICABLE LAW**

17. This Website will be governed by and construed in accordance with the laws of the State of Florida. We make no representations that the materials on this Website are appropriate for use in other locations. Those who access this Website from locations outside of United States do so at their own initiative and are responsible for compliance with local laws. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Brevard County, Florida. If any provision of these Terms and Conditions is found to be invalid or unenforceable it will not affect the remainder of these Terms and Conditions which will continue in full force and effect.

We reserve the right to remove at any time, without notice or explanation, any member account or user-created Service or any particular posting that violates these Terms and Conditions, or to otherwise terminate your access to the Website in our sole discretion.

*These Terms and Conditions were last updated on Oct. 9, 2012*