

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **TE Cookery LLC** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes these Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We," "us," and "our" are references to **TECOOKERY.COM**.

"User," "You," and "your" denotes the person who is accessing the website for taking or availing of any service from us. User shall include the company, partnership, sole trader, person, body corporate, or association taking services of this Website.

"Website" shall mean and include **tecookery.com** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS, AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION IS TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES ARE CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing, and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND TE COOKERY LLC.

AGE RESTRICTION

You must be at least 13 (Thirteen) years of age to use this Website or any Services contained herein. By using this Website, you represent and warrant that you are at least 13 years of age and may legally agree to this Agreement. We assume no responsibility or liability for any misrepresentation of your age.

ACCURACY OF INFORMATION

Occasionally there may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to user descriptions, pricing, availability, promotions, and offers. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and conditions at any time and for any reason. We undertake no obligation to update, amend or clarify information on the Website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated. Please ensure that you check the applicable Terms every time you use our site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted the changes in any revised Terms and conditions by your continued use of the site after the date such revised Terms and conditions are posted.

USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information, as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

SERVICE

- **Event Planning** Our event planning services start with taking the time to understand what you really want. We will connect you with the right arrangements, and together we will plan an event to remember.
- **Event Consultation** If you have questions about an event that you are planning, we can help with that as well. We offer consultations on venue contracts, scheduling, and permitting.
- **Event Management** Planning an event is only part of the process. Our staff will make sure that everything goes smoothly with your event. We know how to anticipate problems before they happen, leaving you free to enjoy your festivities.

COMMUNITY GUIDELINES

- TE Cookery's community, like any community, functions best when its people follow a few simple rules. By using and/or visiting the Website, you hereby agree to comply with these community rules and that:
- You will not use the Website for any unlawful purpose.
- You will not upload, post, e-mail, transmit or otherwise make available any content that (a) infringes any copyright, trademark, or other proprietary rights of any person or entity; or (b) is threatening, harassing, tortious, defamatory, obscene, libelous, or invasive of another's privacy.
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- You will not "stalk" or otherwise harass another; and
- You will not interfere or attempt to interrupt the proper operation of the Website using any virus, device, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Website through hacking, password mining, or any other means.
- We reserve the right, in our sole discretion, to deny you access to the Website, or any portion of the Website, without notice.

BOOKING

When making a booking with us, you must send us details of your group numbers, dates and required activities. Once we receive these details, we will provide you with a quote for the requested Services and will ask you to pay the required deposit. Your contract with TE Cookery shall not come into existence until we issue you with our confirmation e-mail or invoice that confirms the receipt of your deposit. By making a booking with us, it is assumed that these terms & conditions have been read and understood and that you accept them without qualifications or limitations.

The Contact Person has the responsibility for making all parties in your group aware of these terms and conditions. If you have any queries regarding the meaning or effect of any of these terms & conditions, then these must be raised with us via email prior to booking.

Furthermore, if the confirmation email or invoice appears to be incorrect or incomplete, the Contact Person must notify us within 24 hours. Whilst we will try to correct any inaccuracies even if they are notified to us after 24 hours have passed, failure to notify us within the above stated deadline may result in us not providing you with the Services which you have requested for which we do not accept any liability.

BEHAVIOR

When you book with us, you accept responsibility for any damage and/or loss caused by you or any member of your group to the Company. Full payment for any such damage or loss must be paid directly to the Company as soon as this is demanded. If you fail to do so, you accept to settle any claims subsequently made against us as well as any other costs incurred by us in relation to these claims, including but not limited to, traveling and legal costs which arise in relation to your actions. Nothing in this clause restricts us from seeking damages against you if you cause any damage and/or loss as explained above. We expect our clients to have consideration for other people.

- If, in our reasonable opinion, or in the opinion of any of the Company or any other person of authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without your prior notice, to terminate the booking of the person(s) concerned and cancel any other planned activities.
- In this situation, the person(s) concerned will be required to leave and/or abstain from the remainder of the Service, and we will have no further responsibility toward such person(s).
- In the event of the above, no refunds will be made, and we will not pay any expenses or costs incurred because of the termination.

HEALTH PRECAUTIONS

Some of the Services promoted on the Website can be strenuous. It is the Contact Persons responsibility to ensure that all the group participants in these activities have the levels of health and fitness required to be able to participate in such activities.

The Contact Person further warrants to us that all the persons in the group participating in any activity have the necessary levels of health and fitness to be able to participate in the chosen activities. In some cases, persons in your group may have to sign disclaimer forms before commencing certain activities.

PERSONAL INJURY UNCONNECTED WITH YOUR BOOKED ITINERARY ARRANGEMENTS

If you, or any member of your party, suffer death, illness, or injury whilst overseas arising out of an activity which does not form part of your package itinerary arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance to help you in resolving any claim which you may have against a third party, provided we are advised of the incident within 90 days of its occurrence.

LATE ARRIVALS/DELAYS

It is your responsibility to arrive at all departure or pick-up points at the time specified in the itineraries supplied by TE Cookery.

We will not accept responsibility for the consequences of late or non-arrival as specified above and no money will be refunded if you miss any part of your weekend as a result.

PRIVACY

For information about how we collect, use, and share the data we collect from and about you, please see our Privacy Policy, which is incorporated by reference into these Terms.

IFRAMES

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

LICENSE AND PROHIBITED CONDUCT

- I. Your License. As long as you comply with these Terms and we have not otherwise revoked your right, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Platform only in a manner that complies with all legal requirements that apply to you or your use of the Platform, including the TE Cookery Privacy Policy and these Terms. We may revoke this license at any time, in our sole discretion, for any or no reason. Upon any such revocation, you must immediately cease all access and use of the Platform. In addition, at our request you must you will destroy all materials downloaded or otherwise obtained from the Platform, as well as all copies of such materials, whether made in accordance with these Terms or otherwise.
- II. Prohibited Uses. Use of the Platform for any illegal purpose—or for any other purpose not expressly permitted in these Terms—is strictly prohibited. Without limitation, you will not use the Platform to:
 - Post User Content that: (i) harasses, abuses, or threatens any other person, or that contains obscene content; (ii) is false, misleading, or inaccurate; (iii) degrades or discriminates against others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or any other classification; (iv) is indecent, offensive, harassing, violent, hateful, inflammatory, unlawful, harmful, tortious, defamatory, libelous, or invasive of another’s privacy; (v) promotes sexually explicit or pornographic material, violence, or any illegal acts; (vi) infringes the legal rights of any person or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms; or (vii) gives the impression that it emanates from or is endorsed by us or any other person or entity, if this is not the case;
 - Promote any commercial purpose, such as to benchmark or compile information for a product or service;
 - Copy, download (other than through page caching for personal use, or as otherwise expressly permitted by these Terms), modify, distribute, post, transmit, display, perform, reproduce, broadcast, “mirror,” duplicate, publish, republish, upload, license, reverse engineer, create

derivative works from, or offer for sale any content or other information contained on or obtained from or through the Platform, by any means except as provided for in these Terms or with our prior written consent;

- Scrape, access, monitor, index, frame, link, or copy any content or information by accessing the Platform in an automated way, using any robot, spider, scraper, web crawler, or any other method of access other than manually accessing the publicly-available portions of the Platform through a browser or accessing the Platform through any API provided or approved by us;
- Breach the restrictions in any robot exclusion headers of the Platform, if any, or bypass or circumvent other measures employed to prevent or limit access to the Platform;
- Advocate illegal activity or discuss illegal activities with the intent to commit them;
- Engage in money laundering or any other fraudulent activity;
- Make available any material that contains any software, device, instructions, computer code, files, programs, and/or other content or features designed to interrupt, destroy, harm, or limit the functionality of any computer software or hardware or telecommunications equipment (including without limitation any time bomb, virus, malware, software lock, worm, self-destruction, drop-device, malicious logic, Trojan horse, trap door, “disabling,” “lock out,” “metering” device or any malicious code);
- Do anything that could disable, overburden, or impair the proper working of the Platform;
- Impede or otherwise prohibit communication or disrupt user discussion;
- Post, utilize, or otherwise make available any other party’s intellectual property, unless you have the right to do so, or remove or alter any copyright, trademark, or other proprietary notice contained on the Platform;
- Post any trade secrets or other confidential information, or any material that you do not have a right to make available under any law or contractual relationships;
- Falsely state or otherwise misrepresent your affiliation with a person or entity;
- Impersonate any person or entity in a manner that does not constitute parody;
- Solicit personal or sensitive information from other users;
- Send spam, commercial electronic messages, or other advertisements or solicitations, surveys, contents, pyramid schemes, promote commercial entities, or otherwise engage in commercial activity on or through the Platform;

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of TE Cookery, including all copyrights, trademarks, trade secrets, patents, and other intellectual property (“Our IP”). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless TE Cookery and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former, or future officers, directors, employees, agents, successors and assigns and related third parties (each an “Indemnified Party”), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third party, or (d) your

violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by TE Cookery. TE Cookery reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with TE Cookery in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

BINDING ARBITRATION

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The arbitration will take place in United States. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, the Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in United States, and the Parties hereby consent to and waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either party related in any way to the site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties, and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the tecookery.com Website, including loss of data or information or any kind of financial or physical loss or damage.

In no event shall TE Cookery, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the service; (ii) any conduct or content of any third party on the service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong

(including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

MODIFICATION & VARIATION

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you through your computer system or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GOVERNING LAW AND JURISDICTION

This website originates from United States. The laws of United States. Without regard to its conflict of law, principles will govern these terms to the contrary. You hereby agree that all disputes arising out of or in connection with these terms shall be submitted to the exclusive jurisdiction of the United States. By using this website, you consent to the jurisdiction and venue of such courts in connection with any action, suit, proceeding, or claim arising under or by reason of these terms. You hereby waive any right to trial by jury arising out of these terms.

SEVERABILITY

If any provision of these Terms and conditions is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the contact us or email us at order@tecookery.com.

This document was last updated on January 12, 2023