

# WEBSITE TERMS AND CONDITIONS

Last updated 30 March 2023

## **Agreement to Terms**

Terms and conditions relating to the use of the Mika Design Studio Ltd website are outlined here.

Access to this web site is conditional upon your acceptance of and compliance with the terms, conditions, notices, and disclaimers contained in this document (known as "Terms and Conditions").

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Mika Design Studio ("we," "us" or "our"), concerning your access to and use of the www.mikadesignstudio.com website as well as any other media form, media channel, related, linked, or otherwise connected thereto (collectively, the "Site").

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. 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.

Since you are bound by these Terms and Conditions, you should periodically refer to them in this document and elsewhere on the site.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### Copy Right, Trademarks and Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and



the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright, trademark laws and intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

#### **Limitation of Liability**

Under no circumstances (including but not limited to any act or omission on Our part) will the We be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Site or any Content.

You expressly acknowledge and agree that We do not exert control over users of the Site (including individuals referred to on the Site as guests and experts) and is not liable either for their opinions or their behaviour including any information and/or advice and any defamatory statements or offensive conduct.

#### **Third-Party Websites and Content**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") such as social media websites as well as articles, photographs, text and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.



#### **Advertisers**

We may allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, you shall take full responsibility for any advertisements you place on the Site and any services provided on the Site or products sold through those advertisements.

Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights.

#### Site Management

We reserve the right, but not the obligation, to:

- (1) monitor the Site for violations of these Terms and Conditions;
- (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

### **Privacy Policy**

We care about data privacy and security. Please review our Privacy Policy posted on the Site. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. Please be advised the Site is hosted in the United Kingdom.

If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United Kingdom, then through your continued use of the Site, you are transferring your data to the United Kingdom.

### **Relevant Legislation**

These Terms and Conditions and your use of the Site are governed by and construed in accordance with UK law, and UK courts will have jurisdiction in respect of any dispute arising.

#### **Contact Us**

In order to receive further information regarding use of the Site or to resolve a complaint regarding the Site, please contact us at:



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