



NINDY DESIGN STUDIO TERMS OF USE

Effective Date: May 25th, 2018

Welcome to Nindy Design Studio's Terms of Use. We are truly excited to have you on board. Below we have listed important legal terms that apply to anyone who visits our website or uses our services. These terms are necessary in order to protect both you and us, and to make our services possible and more enjoyable for everyone. Nindy Design Studio offers a wide range of services and features and part of the terms below may not be relevant to the specific services you use. By using our services, you are agreeing to these terms. Please read them carefully.

I. Introduction

I.1. Using our Services

You must follow any policies made available to you within the Services Section.

Don't misuse our Services. For example, you may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights of our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

I.2. Legal Agreement

These Nindy Design Studio Terms of Use ("Terms of Use"), together with such additional terms which specifically apply to some of our services and features as presented on the Nindy Design Studio website(s), all set forth the entire terms and conditions applicable to each visitor or user ("User" or "you") of the Nindy Design Studio Website, the Nindy Design Studio mobile application version and/or any other services, applications and features offered by us with respect thereto, except where we explicitly state otherwise.

The Nindy Design Studio terms constitute a binding and enforceable legal contract between Nindy Design Studio and its affiliated companies and subsidiaries worldwide and you in relation to the use of any Nindy Design Studio Services - so please read them carefully.

You may visit and/or use the Nindy Design Studio Services and/or the Nindy Design Studio App Version only if you fully agree to the Nindy Design Studio Terms - and by using and/or registering



to any of the Nindy Design Studio Services, you signify and affirm your informed consent to these Terms of Use and any other Nindy Design Studio Terms applicable to your use of any Nindy Design Studio Services. If you do not read, fully understand and agree to the Nindy Design Studio Terms, you must immediately leave the Nindy Design Studio Website and avoid or discontinue all use of the Nindy Design Studio Services.

By using our Services, you acknowledge that you have read our Privacy Policy available at “Privacy Policy”.

2. Your Obligations

2.1. You represent and warrant that:

1. You are at least eighteen (18) years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into the Nindy Design Studio Terms and to form a binding agreement, for yourself or on behalf of the person or entity committed by you to the Nindy Design Studio Terms;
2. You are not a resident of (or will use the Nindy Design Studio Services in) a country that the U.S. government has embargoed for use of the Nindy Design Studio Services, nor are you named on the U.S. Treasury Department’s list of Specially Designated Nationals or any other applicable trade sanctioning regulations;
3. Your country of residence and/or your company’s country of incorporation is the same as the country specified in the contact and/or billing address you provide us;
4. You understand that Nindy Design Studio does not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith;

And specifically regarding your User Content:

1. You confirm you own all rights in and to any content uploaded or provided by you, or imported, copied or uploaded by Nindy Design Studio Services for you, to your User Platform (“User Content”), including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials (“Content”), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to the User Content, as necessary to legally access to, import, copy, use, publish, transfer or license such User Content, by you and us or any of our affiliates;
2. You have (and will maintain) the full power, title, licenses, consents and authority to allow Nindy Design Studio Services to access any websites, web pages and/or other online services, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, your User Content.
3. The User Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you or your User Platform’s



visitors and users (“End Users”) reside, or for Nindy Design Studio and/or your End Users to access, import, copy, upload, use or possess in connection with the Nindy Design Studio Services;

4. You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission and publication of any personal information and/or image or likeness of any person, entity or property which is part of the User Content, and you will adhere to all laws applicable thereto.

2.2. You agree and undertake not to:

1. Copy, modify, create derivative works of, download, adapt, reverse engineer, emulate, migrate to another service, translate, compile, decompile or disassemble the Nindy Design Studio Website, the Nindy Design Studio Services (or any part thereof), any Content offered by Nindy Design Studio or Third Party Services for use and display within User Platforms (“Licensed Content”) and/or any part thereof in any way, or publicly display, perform, transmit or distribute any of the foregoing without Nindy Design Studio’s prior written and specific consent and/or as expressly permitted under the Nindy Design Studio Terms;
2. Submit, transmit or display any User Content, or use Licensed Content in a context, which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, abusive, racist, offensive, deceptive or fraudulent, encouraging criminal or harmful conduct, or which otherwise violates the rights of Nindy Design Studio or any third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light, without their prior explicit approval;
3. Use any illegal action to collect login data and/or passwords for other websites, third parties, software or services;
4. Publish, collect, upload, or otherwise make available credit card information or other forms of financial data used for collecting payments, unless done in accordance with any applicable law, including, with the PCI DSS standard when applicable;
5. Upload, insert, collect or otherwise make available within the Nindy Design Studio Website or the Nindy Design Studio Services (or any part thereof), any malicious, unlawful, defamatory or obscene Content;
6. Publish and/or make any use of the Nindy Design Studio Services or Licensed Content on any website, media, network or system other than those provided by Nindy Design Studio, and/or frame, “deep link”, “page scrape”, mirror and/or create a browser or border environment around any of the Nindy Design Studio Services, Licensed Content and/or User Platform (or any part thereof), except as expressly permitted by Nindy Design Studio, in advance and in writing;
7. Use any “robot”, “spider” or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Nindy Design Studio Services (or its data and/or content), or in



any way reproduce or circumvent the navigational structure or presentation of any of the Nindy Design Studio Services to obtain or attempt to obtain any materials, documents, services or information through any means not purposely made available through the Nindy Design Studio Services;

8. Act in a manner which might be perceived as damaging to Nindy Design Studio's reputation and goodwill or which may bring Nindy Design Studio into disrepute or harm;
9. Impersonate any person or entity or provide false information on the Nindy Design Studio Services and/or User Platform, whether directly or indirectly, or otherwise perform any manipulation in order to disguise your identity or the origin of any message or transmittal you send to Nindy Design Studio and/or any End Users;
10. Falsely state or otherwise misrepresent your affiliation with any person or entity, or falsely express or imply that Nindy Design Studio or any third party endorses you, your User Platform, your business, your User Products, or any statement you make;
11. Reverse look-up, trace, or seek to trace another User of Nindy Design Studio Services, or otherwise interfere with or violate any other User's right to privacy or other rights, or harvest or collect personally identifiable information about visitors or users of the Nindy Design Studio Services and/or User Platform without their express and informed consent;
12. Upload to the Nindy Design Studio Services and/or User Platform or otherwise use them to design, develop, distribute and/or otherwise transmit or execute, any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
13. Use any of the Nindy Design Studio Services and/or User Platform in connection with any form of spam, unsolicited mail, fraud, scam, phishing, "chain letters", "pyramid schemes" or similar conduct, or otherwise engage in unethical marketing or advertising;
14. Remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in or accompanying the Nindy Design Studio Services and/or Licensed Content; or
15. Violate, attempt to violate, or otherwise fail to comply with any of the Nindy Design Studio Terms or any laws or requirements applicable to your use of the Nindy Design Studio Services.

You acknowledge and agree that your failure to abide by any of the foregoing or any misrepresentation made by you herein may result in the immediate termination of your User Account and/or any Services provided to you – with or without further notice to you, and without any refund of amounts paid on account of any such Services.



3. Content and Ownership

As between Nindy Design Studio and you, you shall own all intellectual property pertaining to your User Content and to any other materials created by you, including to any designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, code, interfaces, text and literary works. Nindy Design Studio does not claim ownership rights on your content. For the sole purpose of granting you the service, you know and agree that we will need to access, upload and/or copy your User Content to our platform, including cloud services and CDN's, to make display adjustments, to duplicate for backup and perform any other technical actions and/or uses required to perform our services, as we deem fit.

Hiring Nindy Design Studio to create, modify, upload, download or code any other additional content will be subject to a different Terms of Use and Business License.

4. Privacy and Copyright Protection

Nindy Design Studio's privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Nindy Design Studio can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate any client's agreement of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

5. Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Nindy Design Studio may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

6. e-Commerce

The Nindy Design Studio Services also include certain features which, enable some of our clients to sell goods, content, media and services through their User Platform (Website).

You are solely responsible for your User Products and e-Commerce related activities, and any promotions and related Content contained or referred to in your User Platform, and compliance with any laws applicable thereto. We are merely providing the platform for you to manage your online E-Commerce activities.

When someone purchases your User Products, such transaction's payments will be processed through such third party payment service providers with which you decided to register and set up an account ("e-Commerce Service Provider(s)"), in accordance with such e-commerce Service Provider's terms of service and other applicable policies. We are neither a party to nor are



responsible in any way for your relationship with any such e-Commerce Service Providers, or for the actions of any of these e-Commerce Service Providers.

7. Disclaimer of Warranties

We provide the Nindy Design Studio Services on an “As Is”, “with all faults” and “As Available” basis, without any warranties of any kind, including any implied warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, non-infringement, or any other warranty – all to the fullest extent permitted by law. We specifically do not represent or warrant that the Nindy Design Studio Services are complete, accurate, of any certain quality, reliable or secure in any way, suitable for or compatible with any of your (or your End Users’) contemplated activities, devices, operating systems, browsers, software or tools (or that they will remain as such at any time), or comply with any laws applicable to you or your End Users (including in any jurisdiction in which you operate), or that their operation will be free of any viruses, bugs or other harmful components or program limitations. Moreover, we do not endorse any entity, product or service (including any Third Party Services) mentioned on or made available via the Nindy Design Studio Services – so please be sure to verify those before using or otherwise engaging them.

Notwithstanding anything to the contrary in the foregoing, in no circumstances may Nindy Design Studio be considered as a “publisher” of any User Content, does not in any way endorse any User Content, and assumes no liability for any User Content uploaded, posted, published and/or made available by any User or any other party on and/or through the Nindy Design Studio Services, for any use by any party, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense that you or others may suffer or incur as a result of or in connection with publishing, accessing and/or relying on any User Content. Furthermore, Nindy Design Studio shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing User Content you or any other party may encounter.

8. Limitation of Liability

To the fullest extent permitted by law in each applicable jurisdiction, Nindy Design Studio, its officers, directors, shareholders, employees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from (1) errors, mistakes, or inaccuracies of or in any content; (2) any personal injury or property damage related to your use of the Nindy Design Studio Services; (3) any unauthorized access to or use of our servers and/or any personal information and/or other information stored therein; (4) any interruption or cessation of transmission to or from the Nindy Design Studio Services; (5) the use or display of any Content or User Content posted, emailed, transmitted, or otherwise made available via the Nindy Design Studio Services; (6) events beyond the reasonable control of Nindy Design Studio, including any internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-



performance of third parties; and/or (7) loss of use, data, profits, goodwill, or other intangible losses, resulting from the use or the inability to use any or all of Nindy Design Studio Services. You acknowledge and agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for Nindy Design Studio's services to you, and such limitations will apply even if Nindy Design Studio has been advised of the possibility of such liabilities.

9. About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modified additional terms in the applicable Service by email or message. Changes will not apply retroactively and will become effective no sooner than ten days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Nindy Design Studio and you. They do not create any third party beneficiary rights.

The courts in some countries will not apply California law to some types of disputes. If you reside in one of those countries, then where California law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that the laws of California, U.S.A., excluding California's choice of law rules, will apply to any disputes arising out of or relating to these terms or the Services. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Santa Cruz County, California, U.S.A., then your local jurisdiction and venue will apply to such disputes related to these terms. Otherwise, all claims arising out of or relating to these terms or the services will be litigated exclusively in the federal or state courts of Santa Cruz County, California, USA, and you and Google consent to personal jurisdiction in those courts.