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Miraje Design, Inc. Effective Date – March 31, 2019.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

1. TERMS OF WEBSITE USE

This Terms of Use Agreement (this “Agreement”) is a legal agreement between you and Miraje Design, Inc., a California company. This website and any mobile application (collectively, this “Site”) is owned by Miraje Design (“Miraje Design”, “We”, “Us” or “Our”) providing terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.mirajedesign.com (our site), whether as a guest or a registered user. We are providing access to this Site including all information, tools and services available from this site to you, the user, and our online store (together, our “Services”) conditioned upon your acceptance of all terms, conditions, policies and notices stated here which are subject to the following terms and conditions.

BY BROWSING, ACCESSING, USING, REGISTERING FOR OR PURCHASING MERCHANDISE ON THIS SITE OR OTHERWISE USING OUR SERVICES, YOU ARE AGREEING TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND CONDITIONS, INCLUDING ANY POLICIES REFERRED TO HEREIN (COLLECTIVELY, THESE “TERMS”). WE WILL UPDATE THIS AGREEMENT FROM TIME TO TIME. SO PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT BROWSE, ACCESS, USE, REGISTER FOR OR PURCHASE MERCHANDISE FROM OUR SITE.

2. AUTHORIZED USERS

In order to use this Site, you represent and warrant that you are at least of the age of majority in the jurisdiction in which you reside. Please do not use this site if you cannot comply with, any of these terms and conditions of this Agreement.

3. PRIVACY POLICY

Our Privacy Policy, which also governs your visit to Our Site, can be found at [\[INSERT LINK TO YOUR PRIVACY POLICY\]](#). Please review our Privacy Policy by clicking on the link that is provided within this section and print a copy for your records.

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Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, personal, non-commercial license to access and use of this Site. This license grant does not include: (a) any resale or commercial use of this Site or content therein; (b) the collection and use of any product listings or descriptions; (c) making derivative uses of this Site and its contents; or (d) use of any data mining, robots, or similar data gathering and extraction methods on this Site. You may not use, frame or utilize framing techniques to enclose any of our trademark, logo, content or other proprietary information (including the images found at this Site, the content of any text or the layout/design of any page or form contained on a page) without our express written consent. Further, you may not use any meta tags or any other “hidden text” utilizing our name, trademark, or product name without our express written consent. Any breach of these Terms shall result in the immediate revocation of the license granted in this paragraph without notice to you.

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In order to access some features of this Site, you may be required to register and we may assign to you, or you may be required to select, a password and user name or account identification. If you register, you agree to provide us with accurate and complete registration information.

You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with these Terms, and we have no obligation to investigate the authorization or source of any such access or use of this Site. YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY SELECTED BY, OR ASSIGNED TO, YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.

6. ELECTRONIC COMMUNICATION

When you use this Site, or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site or through our other services. You agree that all agreements, notices, disclosures and other communication that we provide to you electronically satisfy any legal requirements that such communications be in writing.

7. PROHIBITED ACTS

By using this Site, you represent, warrant and covenant that you shall not (and you agree not to allow any other individual or entity using your password and identification to):

- a) download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of this Site, except and to the extent expressly permitted under these Terms;
- b) remove any copyright, trademark or other proprietary rights notice contained in or on the Site;
- c) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of this Site;
- d) collect any information about other users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other users;
- e) reformat or frame any portion of any Web pages that are part of this Site;
- f) create user accounts by automated means or under false or fraudulent pretenses;
- g) create or transmit to other users unsolicited electronic communications, such as "spam," or otherwise interfere with other users' enjoyment of the Site;
- h) submit to this Site any content that falsely states or implies that such content is sponsored or endorsed by us;
- i) transmit or upload to this Site any item containing or embodying any virus, worm, defect, malware, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of this Site, any other Web site, or any computer or other device or system, or the enjoyment of this Site by any user;
- j) use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- k) submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;
- l) copy or store any User Content offered on this Site other than for your personal, non-commercial use;
- m) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available;
- n) use this Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law;
- o) engage in any internet activities that would violate the privacy rights of others; or
- p) attempt to penetrate security measures of this Site or obtain or bypass others' passwords.

You agree that you will not use this Site in any manner that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

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As between you and us, you acknowledge that we own or have a license to all titles and copyrights in and to the content provided on this Site. This Site, including all photographs, images, text, graphics, icons, audio clips, software, source code and other aspects thereof (excluding User Content), all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of this Site (collectively, the "Site Content"), including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing, are owned by us or our licensors and protected by applicable copyright laws. The use of any of our trademarks or service marks without our express written consent is strictly prohibited. Nothing in these Terms shall be deemed to grant to you or any other user any license or right in or to any of our patents, copyrights, trademarks, trade secrets or other proprietary rights.

9. PURCHASES ON THIS SITE

You agree that all of your transactions with or through this Site may, at our option, be conducted electronically from start to finish. The risk of loss and title for items purchased by you on this Site pass to you upon our delivery of the items to the carrier pursuant to a shipment contract. We charge sales tax for merchandise ordered on this Site based on the applicable state sales tax rate of the location to which the order is being shipped.

When we ship the product to the given address by you, you agree to pay the shipping and any handling charges shown on this Site when your order is placed. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order. Any shipping or handling charges may or may not reflect actual costs.

Only valid credit cards or other payment method acceptable to us may be used. By submitting your order, you represent and warrant that you are authorized to use the designated card or method and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on the Sites) to that card or other method. If the card (or other method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically.

All returns are governed by our Return Policy, which can be found at [\[INSERT LINK TO YOUR REFUND POLICY\]](#).

10. SITE INFORMATION AND PRODUCTS

We attempt to be as accurate as possible and eliminate errors on this Site; however, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on this Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice. We reserve the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your state or jurisdiction is restricted or prohibited.

11. TESTIMONIALS

If you submit to us or post a testimonial, comment, review suggestion, or any work of authorship (collectively a "Submission") to us, including, without limitation, Submissions about our products or services, such Submission will not be confidential or secret and may be used by us in any manner. By submitting or sending a Submission to us, you:

- a) represent and warrant that the Submission is original to you, that no other party has any rights thereto, and that any "mortal Rights" in such Submission have been waived, and
- b) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub-licensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such Submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

12. TERMINATION

You may terminate the Terms at any time by closing your account and discontinuing your use of this Site. This Agreement will remain effective until terminated by us.

13. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold us harmless and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your access to and use or misuse of this Site; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that you provide; (d) your violation of these Terms; and (e) your violation of any rights of another.

14. DISCLAIMERS

Except as expressly provided, this Site, including all Site Content, and services provided on or in connection with this Site are provided on an "AS IS" and "WITH ALL FAULTS" basis without representations, warranties or conditions of any kind, either express or implied. WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND DUTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, DUTIES OR CONDITIONS:

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(B) CREATED BY TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(C) YOU ACKNOWLEDGE THAT YOUR SUBMISSION OF ANY INFORMATION TO US IS AT YOUR OWN RISK. WE DO NOT ASSUME ANY LIABILITY TO YOU WITH REGARD TO ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

(D) SOME OF THE CONTENT AVAILABLE THROUGH THIS SITE MAY INCLUDE MATERIALS THAT BELONG TO THIRD PARTIES. YOU ACKNOWLEDGE THAT WE ASSUME NO RESPONSIBILITY FOR SUCH CONTENT.

We does not represent or warrant that this Site is accurate, complete, reliable, current or error-free. We do not represent or warrant that this Site or our servers are free of viruses or other harmful components.

15. EXCLUSIVITY OF REMEDY; LIMITATION OF LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

To the extent permitted by law, we exclude all conditions, warranties, and representations or other terms, which may apply, to our site or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a) use of, or inability to use, our site; or
- b) use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- a) loss of profits, sales, business, or revenue;
- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill or reputation; or
- e) any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

16. MODIFICATIONS TO SITE

We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

17. SEVERABILITY

If any these provisions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed several and shall not affect the validity and enforceability of any remaining provision.

18. NO THIRD-PARTY BENEFICIARIES

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

19. MISCELLANEOUS

We may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on this Site. These Terms, which shall be deemed accepted by you upon your use of the Site, constitute the entire agreement among you and us regarding use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sub-licensable by you, except with our prior written consent. These Terms include and incorporate by reference Our Privacy Policy, which can be found at [\[INSERT LINK TO YOUR PRIVACY POLICY\]](#), and any notices regarding the Site.

20. CONTACT US

Questions regarding these Terms, Our Privacy Policy, or other policy related material can be directed to our support staff by emailing us at: customercare@mirajedesign.com.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND WILL BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT REPRESENTS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.