

# Terms and Conditions

## 1) Introduction

These terms and conditions (hereinafter [the] “Terms”) set out your rights and obligations, and those of Stephen Aitcheson (hereinafter [the] “Artist”), in relation to this website, [www.kecukraftwork.weebly.com](http://www.kecukraftwork.weebly.com) (hereinafter [the] “Website”) and any products and/or services of any kind available through the Website or Artist. As the Website user and/or customer, you will be referred to as [the] “Client” hereinafter.

## 2) Consent

By accessing the content of the Website or any associated sites, the Client agrees to be bound by the conditions set within these Terms, and the Client accepts the Website Privacy Policy. If the Client objects to any of the Terms set out in this agreement, the Client should cease use any of the products or services on the Website and leave immediately.

The Client agrees to not use the Website for illegal purposes, and will respect all applicable laws and regulations. The Client also agrees not to use the Website in a manner that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website. Furthermore, the Client agrees to refrain from compromising the security of the Website, and/or making attempts to gain access to secured areas and/or sensitive information.

The Client accepts full responsibility for any: claim; expense; liability; losses; and/or costs, including legal fees incurred by the Artist, arising from any infringement of the Terms set out in this agreement.

The Client should be aware that these Terms may change from time to time in accordance with Section 10 below.

The Client will be able to access most areas of Website without registering personal details with the Artist. Other areas, and the opportunity to place orders with the Artist, may only be open to the Client if the Client submits personal details. In continuing use, the Client agrees to the Terms and Privacy Policy.

## 3) Product Description and Content Modification

The Artist uses reasonable endeavours in order to ensure that every product on the Website is displayed accurately. However, occasionally there may be variations in colour, typefaces, layout and/or any other aesthetics.

The Artist possesses full authority to modify or remove any part of the Website and its content without prior notice, or liability as a result of such action.

#### **4) Copyright**

All intellectual property on the Website belongs to the Artist. These include, but are not limited to: copyrights; trademarks; trade names; patents; and registered designs. Any other automatic intellectual property rights derived from the Website and its content also remain the property of the Artist.

In order to allow fair use, the Artist does consent to the use of Website content for studying, educational, satirical, critical, and/or fan-art purposes. This includes: copying; downloading; transmitting; printing; or part-reproducing, for private and/or non-commercial use only. For the sake of studying, educational, satirical or fan-art purposes, the part-reproduction must be transformative in nature, and must not be an exact duplicate of the original content in its entirety. Direct reproduction of Website content is prohibited, unless consent is provided to the Client by the Artist. When sharing Website content on a social media platform, or in an environment outside of the Website itself, the Artist requests that the Client provides a source to the Website and/or Artist. The Client is to contact the Artist directly, should the former have a specific query and/or request.

By using the Website you agree to respect the intellectual property rights of the Artist and will refrain from exploiting Website content for commercial and/or self-promotional purposes. This includes, but is not limited to: copying; downloading; transmitting; reproducing; printing; or otherwise infringing upon the rights of any material contained within the Website. Unless consent is granted by the Artist, under no circumstances should the Client, or any other party, claim ownership over any intellectual property owned by the Artist, whether such content is displayed on the Website or not.

#### **5) Website Contact Form Terms of Use**

By accepting the conditions provided within the Privacy Policy, the Client understands that by submitting an e-mail address in connection with Client name and/or comment, the Client agrees that the Artist and Website, alongside any third-party associated with the Artist and/or Website, may use Client Personal Information. This may include said parties contacting the Client about the submitted comment, and/or for other administrative purposes.

The Client must take reasonable measures to ensure that the e-mail address and other contact information provided, is at all times accurate and up-to-date.

By submitting a comment, the Client confirms and agrees that:

- The Client is the sole author of the comment – none of it has been copied from elsewhere;

- The comment is accurate;
- The Client is at least 16 years old.

The Client also agrees to not submit a comment:

- That is known by the Client to be false, inaccurate or misleading;
- That infringes upon any other party's copyrights, trade mark, other proprietary rights, or a duty owed to any person or entity (such as a duty of confidentiality);
- That breaches any applicable law, or that advocates, promotes or assists any unlawful act;
- That is, or may reasonably be considered to be, offensive, abusive, threatening or defamatory;
- That promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or that may incite hatred or violence against any person(s) or group;
- For which the Client was compensated or benefitted by any third-party;
- That references any other website or service in a derogatory or defamatory fashion;
- That misrepresents identity or impersonates any person(s);
- That includes any personally identifying information about any third-party person(s), such as their name, address, phone number, or e-mail address;
- That is pornographic, obscene or indecent;
- That may harass, embarrass or alarm any person(s).

The Artist reserves the right, in absolute discretion, to:

- Decline or not respond to any comment that breaches the above terms;
- Report unlawful and/or incriminating comments to the appropriate authorities.

For any comment that the Client submits, the Client grants the Artist a perpetual, irrevocable, royalty-free, transferable right and licence to: use; copy; modify; delete in its entirety; adapt; publish; translate; and create derivative works from any comment in any medium or technology. The Artist will ensure best efforts are made to contact the Client beforehand for permission of use, should the comment be planned for use for a commercialised and/or public purpose. However such practice is solely a matter of courtesy and the Artist reserves the prior right and licence under all circumstances.

The Artist does not guarantee that the Client will have any ability to edit or delete any comment the Client has submitted. The Client acknowledges that the Client, not the Artist or Website, is responsible for the contents of Client comments.

## **6) Disclaimers**

While the Artist may provide assistance to the Client, the Artist is not liable for any decision(s) made by the Client; and thus should not be held accountable by the Client, upon the latter making any decision(s) related to any of the services or products of the Website.

Uninterrupted availability or flawless use of the Website is not guaranteed, and the Artist cannot provide any assurance that using the Website will be free of error.

## **7) Third-Parties**

The Website may contain hyperlinks to external websites and/or applications operated by associated parties and/or other parties. The Artist does not manage such websites/applications, and takes no responsibility for, and will not incur any liability in respect of, such website/application's content. The inclusion of hyperlinks to such websites/applications does not imply any endorsements of any kind on the part of the Artist.

The Artist encourages the Client to read the Terms and Conditions and Privacy Policy of any third-party website/application.

## **8) Governing Law and Jurisdiction**

The Website is controlled and operated by the Artist, located in England; and is hosted by Weebly, inc., a subsidiary company of Square inc., both located in San Francisco, California, USA. The Artist makes no guarantee that the content associated with the Website will be appropriate or available for use in other locations. Any Client that wishes to access the Website from other locations does so on own initiative, and are responsible for compliance with local laws and regulations.

## **9) Limitation of Liability**

The Artist will, under no circumstance(s), be liable for indirect or consequential damages, including any loss of: business; revenue; profits; and/or data, in relation to Client use of the Website.

Nothing within the Terms will function to exclude any liability for death or personal injury arising as a direct result of negligence by the Artist.

## **10) General**

These Terms are intended to contain a mutual agreement and a foundation of rules between the Artist and Client, in relation to the services of the Website.

Only the Client and Artist shall be entitled to enforce these Terms. Under no circumstances shall any third-party be entitled to enforce any of these Terms, whether it be on behalf of the Client, on behalf of themselves or on behalf of another party.

The Artist reserves the right to change these Terms from time to time and post the new version on the Website. The new version of the Terms will take effect:

- 28 days to the date of the change, should sudden changes pose a likelihood of extensively affecting the Client or Website usability, or such later date as the Artist indicates.
- Immediately upon the date of posting (or such later date as the Artist indicates), if the changes are not reasonably capable of extensively affecting the Client or Website usability.

In order to avoid any cases of misunderstanding or assumption, if the Client cannot find the answer to a query, please contact the Artist via the following e-mail address: [kecukraftwork@gmail.com](mailto:kecukraftwork@gmail.com).

If any of the Terms is/are found to be invalid, this shall not affect the validity of the remaining requirements, which shall remain fully enforceable. Failure to act with respect to a breach of the Terms by the Artist, by the Client or by another party, does not waive the Artist rights to act with respect to subsequent or similar breaches. The Client and Artist each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with the Terms. The Terms and Privacy Policy shall be governed by English law.

In any case, listed or otherwise, if the Client does not wish to be governed by the new version of the Terms, the Client must cease to use the services and Website; consequently, neither the Artist nor Website will have any liability to the Client.

The Artist may keep separate files of past and present Terms entered into by the Client for use of the Website. However, to ensure Client rights are best represented, please make a durable copy of the Terms by printing and/or saving a downloaded copy on own computer. The Terms are offered in English only.

The Terms take effect from: Wednesday 1<sup>st</sup> May, 2019.