

Terms & Conditions

Terms of service: an agreement between you and Japorms Custom Clothing to enter and use this website and services

Welcome to the Japorms Custom Clothing website and services.

We hope you enjoy your use of our facilities. Please appreciate and understand that this is a legal world and that you, by not immediately leaving this website now or immediately after reading our terms of service are accepting our services under the terms of this agreement.

It is your obligation to keep your self-informed of any changes that may occur between visits, as using our services each time is under the condition that you accept all our terms and conditions.

We may change our terms and conditions from time to time without expressly informing you.

1 Japorms Custom Clothing Services:

- Create, design, customize products that are listed for sale.
- Buy products that are listed for sale
- Save and share designs that your may have created.
- Use our fun picture and design tools.
- Save created images and designs into public and personal galleries.
- Post your created images to social networks or blogs that you have the legal right to do so
- Registering to subscribe to special offers and use of galleries.

2 Using our Japorms Custom Clothing Services and Website:

In consideration of the promises and obligations given and assumed herein, and intending to be legally bound, these Terms of Use provide as follows.

2.1 ELIGIBILITY CHILDREN UNDER 18.

Japorms Custom Clothing will only knowingly provide products or services to persons who can lawfully enter into and form contracts under applicable law.

If you are under the age of 18, but at least 13 years of age, you may order products or services only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Children under the age of 13 may view the Website but **MAY NOT ORDER PRODUCTS OR SERVICES.**

2.2 Definitions and Interpretation

In these Terms of Use, unless the context indicates a contrary intention:

- Intellectual Property Rights means all industrial, commercial and intellectual property rights (including equivalent, neighbouring or proximate rights anywhere in the world that currently exist or are recognized in the future).
- A person means any form of legal entity as well as any quasi-legal entity.
- A User means any person using the website and/or services provided by Japorms Custom Clothing
- A reference to any document, material, information or data includes that document, material, information and data howsoever stored, recorded or embodied, including in any electronic or digital media or otherwise.
- The word includes in any form is not a word of limitation.

3 User's Obligations

3.1 Responsibilities

Users are and shall be wholly and exclusively responsible, at their own cost, for:

1. all telecommunications lines, modems, communication controllers, routers, multiplexers, terminals and all other equipment, hardware and software necessary to access and use the Website and services;
2. the use that it makes of the Website, including any article, material, literary or artistic work, design or other matter that they author, invent, create, develop or produce;
3. complying with all laws, regulations and rules in the use's country or jurisdiction;
4. complying with any recommendations or guidelines issued by Japorms Custom Clothing with respect to the use of the Website and/or services and
5. ensuring that all electronic or other media it uses in connection or in conjunction with the Website and the services provided complies with these Terms of Use and all applicable laws, regulations and rules.

3.2 Restrictions on Users

Users shall not and has no right to either:

1. reproduce, publish, distribute, sub-license and/or resell either the Website and/or service to any person; or
2. use either the Website to supply any service to any person; or
3. modify, adapt, disassemble, recompile and/or reverse engineer either the Website or service;
4. access or use either the Website and/or service to create, author, design, manufacture, market, publish, transmit, broadcast, distribute or sell any article, product, material or other matter that either:

1. infringes the rights of any person, including, without limitation, Intellectual Property Rights, trade secrets, rights of privacy and publicity.
2. is libelous, defamatory or slanderous,
3. condones, promotes, contains or links to adware, cracks, hacks or similar utilities or programs,
4. contains explicit sexual content,
5. does or may denigrate or offend any ethnic, racial, gender, religious or other group, through use of language, images, stereotypical depiction or otherwise,
6. is designed to or does harass, threaten, defame or abuse others,
7. exploits images or the likeness of minors,
8. encourages the use of drugs or the under-age use of alcohol or cigarettes, or
9. is generally offensive or in bad taste;
5. use "Spam", "blast-faxes" or recorded telephone messages to market or sell any products or services,
6. use, transfer or implant a virus, routine or any computer program or technology that disrupts, disables, interferes with or otherwise has a detrimental effect on the Website and/or the PIKIWARE® Platform,
7. take any action that imposes any unreasonable or disproportionately large load on the Website or the Service,
8. use a robot, spider or other device or process to monitor the activity on or copy pages from the Website or the Service,
9. collect electronic mail addresses or other information from our Website,
10. impersonate another person or entity,
11. engage in any activity that interferes with any person's ability to use or access the Website and/or services, or
12. assist, procure or aid any person to engage in any activity prohibited by these Terms of Use; or
13. frame or link or otherwise use or display the Website in such a manner so that it appears to be part of its own or someone else's website, without specific agreement.

USER ACKNOWLEDGES AND AGREES THAT Japorms Custom Clothing MAY IN ITS SOLE AND UNFETTERED DISCRETION, UNILATERALLY AND WITHOUT NOTICE, TERMINATE THESE TERMS OF USE, DISABLE AND DENY ACCESS TO THE USER TO THE WEBSITE AND THE SERVICES, AND TAKE LEGAL ACTION AGAINST ANY USER WHO ENGAGES IN ANY ACTIVITY OR CONDUCT THAT IS PROHIBITED BY THESE TERMS OF USE AND/OR BY ANY RELEVANT LAW, REGULATION OR RULE.

4. Japorms Custom Clothing Obligations

4.1 Access to and use of the Website and Services Subject to user complying with and discharging each of its obligations under these Terms of Use, Japorms Custom Clothing shall allow user to access and use the Website and the services .

4.2 Privacy: Japorms Custom Clothing may collect personal data concerning the user in the

course of and incidental to users use of the Website and services. Japorms Custom Clothing shall comply with, and user hereby consents irrevocably and unconditionally to Japorms Custom Clothing's collection, use and disclosure of such data in accordance with, its Privacy Policy (the terms of which may be accessed through the link on the Website).

4.3 Training

User acknowledges that Japorms Custom Clothing has no obligation to user to provide any training or other support in relation to the use or operation of the Website and/or services.

4.4 Modification of the Website.

Japorms Custom Clothing reserves the right to modify the organization, structure, content or "look and feel" of the Website and/or the services, and may change, suspend, or discontinue any aspect of the Website and/or the service at any time without notice or any liability to user or any person. Japorms Custom Clothing shall have complete discretion over the features, functions and other terms and conditions on which the Website and the service is made available.

5. Intellectual Property Rights

5.1 Reservation of title

user acknowledges that these Terms of Use do not convey and that it derives no right, title or interest in or to any Intellectual Property Rights that vest or subsist in or relate to the Website and/or the services provided other than pursuant to the express authorization set out in clause 4.1. Japorms Custom Clothing grants user a limited revocable license to access and use the Website and the service for its intended purposes, subject to user's compliance with these Terms of Use. This license does not include the right to collect or use information contained on the Website for purposes prohibited by Japorms Custom Clothing; to compete with Japorms Custom Clothing; to create derivative works based on the layout or design, look-and-feel, or structure of the Website; or download or copy the Website (other than page caching). If user uses the Website in a manner that exceeds the scope of this license or if it breaches these Terms of Use, Japorms Custom Clothing may revoke the license and deny access to and use of the Website.

5.2 Prohibition on infringement

User acknowledges and agrees that Japorms Custom Clothing does not permit, authorize or condone and hereby expressly prohibits user from accessing or using the Website and/or the services in a manner that infringes, or is likely to infringe, the Intellectual Property Rights, or any other rights or privileges, of any person anywhere in the world.

5.3 Derivative material

Subject to clause 5.2, user shall own any Intellectual Property Rights in any original material that it authors, designs or creates using the functionality provided by the Website. If the user chooses to add any item to a public gallery, in consideration of the authorization granted under clause 4.1, User hereby grants to Japorms Custom Clothing an irrevocable, perpetual, non-exclusive, world-wide license to do all acts and things (including to authorize other persons to do all acts and things) comprised within the said Intellectual Property Rights.

6. Registration

User Account, Password, and Security You will receive a password and account designation upon completing the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Japorms Custom Clothing of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Japorms Custom Clothing cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6.

7. Warranties

7.1 Users warranties

User represents and warrants to Japorms Custom Clothing that, in its use of the Website and the Services provided, it:

1. will not infringe the Intellectual Property Rights, trade secrets, rights of privacy, rights of publicity or other legal right of any person, and
2. will comply with all applicable laws, rules, and regulations.
3. User further represents and warrants to Japorms Custom Clothing that:
4. there are no claims, demands or any form of litigation pending, or to the best of its knowledge, threatened with respect to any content used or proposed to be used by user;
5. Japorms Custom Clothing will not be required to make any payments or compensation to any person in connection with its use of such content; and
6. such content does not contain viruses or any other programs or technology which disrupts or damages the Website, and/or the Services provided.

7.2 Japorms Custom Clothing's warranties

Japorms Custom Clothing represents and warrants that it has the right to grant access to and license the use of the Website and services to user subject to and in accordance with these Terms of Use.

7.3 Caveats

- Japorms Custom Clothing provides the Website and Services on an "as is" and "as available" basis. Nothing in these Terms of Use shall or may be construed as a representation or warranty by Japorms Custom Clothing that the functionality or operation of the Website and/or the services will:

1. be uninterrupted or free of errors and inaccuracies;
 2. meet users' requirements; or
 3. operate in the configuration or with the hardware or software used by user.
- User acknowledges and agrees that the Website and the service (as with technology generally), may have errors (or bugs) and may encounter unexpected problems. Accordingly, user may experience downtime and errors in the use or operation of the Website and/or services provided.
 - Japorms Custom Clothing does not and cannot control the flow of data and information through the internet, and such flow depends on the performance of persons and entities whose actions or inactions may produce situations in which connections to the internet (or portions thereof) are impaired or disrupted and for which Japorms Custom Clothing is not liable.
 - Japorms Custom Clothing does not warrant that any data, information or other content provided on the Website, whether concerning any goods or services or any other subject, is complete or accurate.

7.4 Exclusion of implied warranties

SUBJECT ONLY TO CLAUSE 8.1, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE WEBSITE AND/OR ANY OTHER GOODS OR SERVICES THAT MAY BE PROVIDED BY Japorms Custom Clothing, THAT WOULD OTHERWISE BE IMPLIED BY STATUTE, LAW, EQUITY, TRADE CUSTOM, PRIOR DEALINGS BETWEEN THE PARTIES OR OTHERWISE (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT) ARE HEREBY EXPRESSLY EXCLUDED.

7.5 No representation or reliance

(a) User acknowledges that neither Japorms Custom Clothing nor any person acting on Japorms Custom Clothing behalf has made any representation or other inducement to user to enter into these Terms of Use, except for representations or inducements expressly set out in these Terms of Use.

(b) User acknowledges and confirms that it does not enter into these Terms of Use in reliance on any representation or other inducement by or on behalf of Japorms Custom Clothing, except for representations or inducements expressly set out in these Terms of Use.

8. Exclusion and Limitation of Liability

8.1 Subject to law

Nothing contained in these Terms of Use excludes, restricts, limits or modifies any:

- (a) implied condition, warranty or other term of these Terms of Use where pursuant to applicable law to do so is unlawful or void; or
- (b) liability in respect of a breach of these Terms of Use where pursuant to applicable law to do

so is unlawful or void; or

(c) liability for fraud or deceit; or

(d) liability for death or personal injury caused by the negligence of either party.

8.2 Exclusion of liability

Subject only to Clause 8.1, in no event shall Japorms Custom Clothing be liable to user or to any person under or in connection with these Terms of Use or in respect of the use of (or failure or performance of) the Website and/or the services provided for:

(a) malfunctions, failures, defects, acts or omissions or any other default or liability caused directly or indirectly by:

1. any third party;
2. actions of user that were not expressly authorized by Japorms Custom Clothing;
3. accident, misuse or abuse by anyone other than Japorms Custom Clothing;
4. alteration or modification of the Website and/or the service, or any component or part of the Website and/or the service provided, by anyone other than Japorms Custom Clothing;
5. products (including any hardware or software) or services not licensed or supplied by Japorms Custom Clothing;
6. power surge or failure,
7. events of force majeure or events outside Japorms Custom Clothing's actual control; or
8. any other condition not arising under normal operating conditions;

(b) any loss, cost, damage or expense of any nature arising or caused directly or indirectly by any breach of users obligations or responsibilities set out in these Terms of Use;

(c) any loss of profit, business interruption, loss of or damage to goodwill, and/or any expectation benefit;

(d) Subscribers liability to any person; or

(e) incidental, indirect, consequential, special, exemplary or punitive damages of any nature, whether such liability is asserted on the basis of common or civil law or in equity, including pursuant to any statute, contract, tort (including negligence or strict liability) or otherwise and notwithstanding that Japorms Custom Clothing has been advised of the possibility of any particular loss or damage.

8.3 Links

Japorms Custom Clothing may, in its sole and unfettered discretion, and without users consent, place links on the Website to other websites that are owned or operated by other persons. User acknowledges and agrees that Japorms Custom Clothing is not responsible for the operation of or content located on any such website, and Japorms Custom Clothing cannot and does not warrant that the content of such websites is accurate, complete, legal and/or inoffensive. By choosing to link to these other websites, user acknowledges and agrees that it may not make any claim against Japorms Custom Clothing for any damages or losses of any kind arising from the other website and/or the link.

8.4 Limitation of liability

Subject to Clause 8.1, and except to the extent specifically excluded under Clause 8.2 or elsewhere in these Terms of Use, Japorms Custom Clothing's sole liability to Subscriber for any and all breaches of any term or terms of these Terms of Use, whether express or implied, shall be limited to the substitution or replacement of any product or service that has been ordered and paid for by Subscriber using the Website.

8.5 Indemnity User shall indemnify and hereby releases unconditionally Japorms Custom Clothing, without set off or adjustment, against and from any liability, loss, cost, expense or damage, including all legal fees, arising from or relating to: (a) its use of the Website and/or services and/or the media or content posted or uploaded by it, including any alleged or actual violation of any law directly or indirectly arising from such use; (b) any breach or alleged breach by it of these Terms of Use; (c) the misuse or misappropriation of the said media or content; and (d) any infringement or alleged infringement by user of any persons Intellectual Property Rights, rights of privacy or publication, or otherwise anywhere in the world.

9. Termination

9.1 Termination

(a) At any time and with or without cause, Japorms Custom Clothing may immediately terminate either these Terms of Use or any or all rights and privileges granted to user hereunder, including suspending users' access to and/or use of the Website and/or the Services provided by Japorms Custom Clothing. In no event shall any such termination or suspension by Japorms Custom Clothing relieve user of any obligation that has accrued under these Terms of Use prior to the date of such termination or suspension.

(b) user may terminate these Terms of Use at any time by ceasing to enter the website and using the services

9.2 Effect of termination

(a) On any expiry or termination of these Terms of Use, Japorms Custom Clothing may delete any websites, web pages, files, graphics, media or other content or material relating to users use of the Website and/or the Services provided and Japorms Custom Clothing shall have no liability to user or any person for doing so.

(b) The expiry or termination of these Terms of Use shall not prejudice or affect any cause of action, right, remedy or defense which shall have accrued or shall thereafter accrue to either party.

10. General

10.1 Severability

If a clause or any part of any clause of these Terms of Use or a right or remedy of a party under these Terms of Use, is found to be void, invalid or unenforceable by any court or tribunal having jurisdiction in respect of these Terms of Use, then:

- (a) it shall be read down or severed in that jurisdiction only to the extent that it is void, invalid or unenforceable; and
- (b) it does not affect the validity or enforceability of that term or clause in another jurisdiction or the remaining terms or clauses in any jurisdiction.

10.2 Variation

Japorms Custom Clothing may amend unilaterally these Terms of Use in its sole and unfettered discretion at any time, and user hereby agrees to abide by and be fully bound by such amended terms. The amended terms shall be effective automatically and immediately once they are posted on the Website, and user's continued access and use of the Website and the Services on or after such effective time constitutes the user's unequivocal and unconditional acceptance of the amended terms. These Terms of Use may not be otherwise amended. If user does not agree to any amendments to these Terms of Use or to any of the current terms, its only right and remedy is to cease using the Website and the Japorms Custom Clothing services.

10.3 Waiver

A waiver, consent, election or acquiescence given by a party under these Terms of Use is only effective and binding on that party if it is given or confirmed in writing by that party.

10.4 Assignment

- (a) Japorms Custom Clothing may at any time transfer, assign, novate or otherwise dispose of any or all of its rights or obligations under these Terms of Use on giving user no less than five (5) days' notice in writing.

10.5 Governing Law and Jurisdiction

- (a) These Terms of Use shall be governed by and construed in accordance with the law in force for the time being in Delaware, United States of America (without regard to its conflict of law rules).
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Delaware, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to these.