

# Terms of Service

## Last Updated

March 18th, 2024

## Introduction

Welcome to N44studio.com owned by N44 Studio ("we", "us", "its", or N44 Studio). N44 Studio offers this website, including all information, tools and Services available from this site to you, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Service carefully before accessing or using our website. By visiting our site and/ or purchasing product/services from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

Our store is hosted on Square eCommerce Platform. They provide us with the online e-commerce platform that allows us to sell our product/services to you.

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Canada.

## Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products or services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), or transmit any computer viruses or any code of a destructive nature.

We reserve the right to refuse Service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Site Contents: Information & Products & Services**

All product/service prices and descriptions are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to modify or discontinue our product/services without notice at any time. We reserve the right, but are not obligated, to limit the sales of our product/services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

Our website is not in compliance with Quebec's Bill 96, as such our website and product/services are not specifically tailored towards Quebec residents or consumers.

We do not warrant that the quality or visual appearance of any product/services, information, or other material purchased or obtained by you will meet your expectations. We have made every effort to accurately display the colours & textures featured in our product/service images that appear on our website. However, the way these colors & textures may be presented to you may slightly vary due to photographic lighting sources used in the development of these images, or your monitor settings having a different capabilities to display colours. Thus, we cannot guarantee with 100% certainty that the colours & textures that you see on our website accurately portray the true characteristics of the product.

### **Billing & Account Information**

We reserve the right to refuse any order or booking you place with us.

In the event that we make a change to or cancel an order or booking, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### **User Comments, Feedback & Submissions**

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy, which can be viewed on our [Privacy Policy Page](#).

### **Limitation of Liability**

You agree to hold harmless and indemnify N44 Studio and our partners, officers, directors, agents, contractors, licensors, Service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees,

made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **Termination**

You may terminate these Terms of Service at any time by notifying us that you wish to cease using our website.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, you will remain liable for all amounts linked to our services due up to and including the date of termination; and/or we may deny you access to our services.

## **Modifications to these 'Terms of Service' & Severability**

N44 Studio may update or revise this policy from time to time to comply with changes in applicable laws or our business practices. Any updates or revisions will be posted on this page, and the 'Last Updated' date will be modified accordingly.

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Contact**

If you have any questions or concerns regarding this policy, please contact us at:  
Info@n44studio.com