

## **Virneth Studios Limited.**

### **Mart3d Terms and Conditions of Service.**

By signing up for the mart3d shop service ("Service") or any of the services of Virneth Studios Ltd. ("Virneth"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

We reserve the right to update and to make changes to these Terms of Service at any time. The most recent version can be viewed here at:

<http://www.mart3d.co.uk/mart3dterms.pdf>

You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

#### **Account Terms:**

1. You must be 18 years or older to use this Service.
2. You must provide a valid email address, and any other information needed in order to complete the signup process.
3. You are responsible for keeping your password secure. Virneth cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
4. You may not use the Service 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) as well as the laws of England and Wales.
5. You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your mart3d shop account.
6. You must not transmit any worms or viruses or any code of a destructive nature.
7. A breach or violation of any of the Account Terms as determined in the sole discretion of Virneth will result in an immediate termination of your services.

#### **General Conditions:**

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy before you may become a member of mart3d.

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. Your use of the Service is at your sole risk. The Service is provided on an 'as is' and 'as available' basis without any warranty or condition, express, implied or statutory.
4. Virneth does not warrant that the service will be uninterrupted, timely, secure, or error-free.

5. Virneth does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
6. You understand that your Content, may be transferred unencrypted and involve transmission(s) over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. We (Virneth) may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
8. Virneth does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.
9. You expressly understand and agree that Virneth shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
10. In no event shall Virneth or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
11. Technical support is only provided to paying account holders and is only available via email.
12. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Virneth.
13. Verbal or written abuse of any kind (including threats of abuse or retribution) of any virneth customer, employee, member, or officer will result in immediate account termination.
14. We do not claim any intellectual property rights over the material you provide to the mart3d service. All material you upload remains yours. You can remove your mart3d shop at any time by deleting your account. This will also remove all content you have stored on the Service.
15. By uploading images and item description content to mart3d.co.uk, you agree to allow other internet users to view them and you agree to allow Virneth to display and store them and you agree that Virneth can, at any time, review all the content submitted by you to its mart3d Service.
16. The failure of Virneth to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Virneth and govern your use of the Service, superseding any prior agreements between you and Virneth (including, but not limited to, any prior versions of the Terms of Service).

17. You retain ownership over all content that you submit to a mart3d shop however, by making your shop public, you agree to allow others to view your content.
18. Virneth does not pre-screen Content and it is in their sole discretion to refuse or remove any Content that is available via the Service.
19. You agree to provide your own Terms and Conditions that relate to the sale of your goods in a mart3d shop. These Terms and cConditions will be published on your mart3d shop page.
20. Virneth shall not be held responsible for any matters arising from the sale of your own goods.
21. Questions about the Terms of Service should be sent to *support@mart3d.co.uk*

### **Payment of Fees:**

1. Payment is made to us exclusively through the online payment services provided by PayPal.
2. The service will be billed in 365 day intervals. When your billing period is over mart3d shop users will be sent an invoice electronically with instructions describing how to pay for the next period. As well, an invoice will appear on the account page of your mart3d members administration web page. Payment will be expected within 30 days of the invoice date.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only UK taxes.
4. Virneth does not provide refunds.

### **Cancellation and Termination:**

1. You may cancel your account at anytime by emailing *support@mart3d.co.uk*
2. Once your account is cancelled all of your Content will be immediately deleted from the Service. Deleted data cannot be recovered so please be sure that you do in fact want to cancel your account before doing so.
3. We reserve the right to modify or terminate the "Service" for any reason, without notice at any time.
4. Fraud: Without limiting any other remedies, Virneth may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

### **Modifications to the Service and Prices:**

1. Prices for using mart3d are subject to change upon 14 days notice from Virneth. Such notice may be provided at any time by posting the changes to the mart3d.co.uk site or by other electronic means.
2. Virneth reserves the right at any time to time to modify or discontinue, the Service (or any part thereof) with or without notice.
3. Virneth shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

**Waiver:**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

**Governing law and jurisdiction:**

These terms shall be governed by and interpreted in accordance with the laws of England and Wales.