

Terms of Use for D3 Design and Development Studio

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Welcome to the D3 Studio website d3studio.co. These Terms of Use ("Terms of Use") govern your access to and use of the website and any related services offered by D3 Studio ("Services").

By using the website or Services, you agree to these Terms of Use. If you do not agree to these Terms of Use, you may not use the website or Services.

1. Eligibility

The Services are only available to individuals and entities who are at least 18 years of age and who have the legal capacity to enter into a binding contract.

2. Access and Use

D3 Studio grants you a non-exclusive, non-transferable, and revocable license to access and use the website and Services for your personal, non-commercial use. You may not use the website or Services for any commercial purpose.

3. Prohibited Use

You may not use the website or Services for any purpose that is unlawful or prohibited by these Terms of Use, or for any other purpose that may harm D3 Studio or any third party. You may not use the website or Services to:

- Upload or transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," or any other form of solicitation.
- Upload or transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.
- Upload or transmit any software viruses or other harmful or disruptive files.
- Interfere with or disrupt the operation of the website or Services, or any servers or networks connected to the website or Services.
- Attempt to gain unauthorized access to the website or Services, or any servers or networks connected to the website or Services.
- Use any data mining, data harvesting, or data extraction methods on the website or Services.
- Use any robot, spider, or other automated device to access the website or Services for any purpose, other than to search for publicly available information.

4. Intellectual Property

All content on the website, including but not limited to text, graphics, images, logos, software, and other materials, is the property of D3 Studio or its licensors. You may not use any of the content on the website without the prior written consent of D3 Studio.

5. Links to Third-Party Sites

The website may contain links to third-party websites. D3 Studio is not responsible for the privacy practices or the content of any linked website.

6. Disclaimer of Warranties

THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. D3 Studio DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, D3 Studio SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

8. Indemnification

You agree to indemnify and hold harmless D3 Studio, its officers, directors, employees, agents, licensors, and suppliers from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the website or Services, or any violation of these Terms of Use.

9. Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands.

10. Entire Agreement

These Terms of Use constitute the entire agreement between you and D3 Studio with respect to the website and Services, and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

11. Amendments

D3 Studio may amend these Terms of Use from time to time. If we make any material changes, we will notify you by email or by posting a notice on the website. Your continued use of the website or Services after we have posted any changes will constitute your acceptance of the amended Terms of Use.

12. Severability

If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck from these Terms of Use and the remaining provisions shall remain in full force and effect.

13. Waiver

No waiver of any provision of these Terms of Use shall be effective unless in writing and signed by an authorized representative of D3 Studio.

14. Contact Us

If you have any questions about these Terms, please contact us at contact@d3studio.co.