

MADE BY MIRA – TERMS OF SERVICE

Welcome to the Made by Mira website! This website located at <https://www.itsmadebymira.com/> (the “**Made By Mira Website**” or the “**Site**”) is owned and operated by Mira Carlson (“**we**”, “**our**” or “**us**”).

The following terms of service (the “**Terms of Service**” or “**Terms**”) govern: (a) your access to and use of the Site; (b) any text, pictures, media, data, text, information and other materials or content (collectively, the “**Content**”) contained on or provided through the Site; (c) any order or purchase made through the Site; and (d) all other Content, products or services provided by us to you, as more particularly described on the Site. These Terms of Service form an agreement between us (“**us**”, “**we**”, “**our**”) and you. The term “you” refers to the person or entity browsing, accessing, ordering, purchasing or otherwise using the Site (“**use**” or “**using**” in these Terms of Service will mean any of the foregoing).

BY USING THE SITE, YOU: (A) REPRESENT AND WARRANT THAT: (I) YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION, (II) YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS, AND (III) ALL INFORMATION SUPPLIED BY YOU TO US THROUGH THE SITE IS TRUE, ACCURATE, CURRENT, AND COMPLETE; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF SERVICE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1. IF YOU ARE USING THE SITE ON BEHALF OF ANOTHER PERSON OR A CORPORATE ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THESE TERMS OF SERVICE.

As a consumer, you have certain legal rights. The disclaimers, exclusions, and limitations of liability under these Terms of Service will not apply to the extent prohibited by applicable law. The laws of some jurisdictions, such as Quebec, do not allow the exclusion or limitation of legal warranties and representations made concerning goods and services (including exclusions or limitations relating to products that are faulty or not as described, or of incidental or consequential damages or other rights). For a full description of your legal rights you should refer to the laws applicable in your country or jurisdiction. Nothing in these Terms of Service will affect those legal rights.

1. Ownership of the Site and its Content

The Site and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by us, our licensors, and certain other third parties. All rights, titles, and interests in and to the Content and Intellectual Property available via the Site is the property of us our licensors or certain other third parties, and is protected by Canadian and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. We own the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Site. All rights not expressly granted to you in these Terms of Service are reserved.

2. License to the Site

Subject to these Terms of Service, we grant you worldwide, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Site.

3. Access to the Site

We retain the right, at our sole discretion, to deny you access to the Site, at any time and for any reason, including for violation of these Terms of Service. You will cease and desist from any such access or use immediately upon request by us.

4. Data You Upload To Us

You grant to us an irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, royalty-free, transferable and sublicensable license to access, collect, store and use any data, information, records and files that you load, transmit to or enter into the Site (the “**User Data**”) to: (i) develop and enhance the Site; and (ii) to produce data, information, or other materials that are not identified as relating to a particular individual or company (such data, information and materials, the “**Statistical Information**”). We are free to create, use and disclose Statistical Information for any purpose and without obligations of any kind.

5. No Unlawful or Prohibited Use

Without limiting the generality of the foregoing, you will not (and will not attempt to):

(a) send, upload, collect, transmit, store, use, post, publish, or otherwise communicate on the Site (including any developer community forums) any data, information, pictures, videos, music or other materials or content that:

(i) contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;

(ii) you do not have the lawful right to send, upload, collect, transmit, store, use, publish, or otherwise communicate;

(ii) is false, intentionally misleading, or impersonates any other person;

(iii) is bullying, harassing, abusive, threatening, vulgar, obscene, or offensive, or that contains pornography, nudity, or graphic or gratuitous violence, or that promotes violence, racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;

(iv) is harmful to minors in any way or targeted at minors;

(v) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity); or

(vi) encourages any conduct that may violate, any applicable laws or would give rise to civil or criminal liability;

(b) disable, overly burden, impair, or otherwise interfere with servers or networks connected to the Site (e.g., a denial of service attack);

(c) attempt to gain unauthorized access to the Site;

(d) use any data mining, robots, or similar data gathering or extraction methods, or copy, modify, reverse engineer, reverse assemble, disassemble, or decompile the Site or any part thereof or otherwise attempt to discover any source code;

(e) use the Site for the purpose of building a similar or competitive product or service; or

(f) use the Site other than as permitted by these Terms of Service.

6. Terms of Sale

(a) *Payment.* By using a credit card or other payment method accepted by us, you represent and warrant that you are authorized to use your payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order.

(b) *Availability and Pricing.* All products offered on the Site (the “**Products**”) are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain Products without prior notice. Prices of the Products are displayed in CAD. Further, prices for the Products are subject to change at any time, but changes will not affect any order for the Products you have already placed. We also reserve the right to cancel your order for any reason at any time prior to shipping you the Products.

(c) *Sale Tax.* Depending on the order, we calculate and charges sales tax in accordance with applicable laws.

(d) *Resale and Title Transfer.* Purchases made on the Site are intended for end users only, and are not authorized for resale. Title for the Products purchased from the Site passes to the purchaser at the time of delivery by us to the freight carrier, and we will not be responsible for any Product loss or damage that occurs when the Product is in transit to you.

(e) *Shipping and Delivery.* Prices for the Products do not include shipping, handling, or other applicable fees. Our delivery charges and methods are as described on the Site from time to time. As an example, in Canada, we use the following third parties for shipping: **[Canada Post]**.

We reserve the right to use any other third parties for shipping and delivery. Shipping and delivery services are subject to the terms and conditions of the third party service provider providing the shipping and delivery services. Any shipping or delivery dates we provide you with are estimates only and not a guaranteed delivery date for your order.

(f) Returns and Exchanges. Please click [here](#) to review our current Returns and Exchanges Policy, which is hereby incorporated into and forms a part of these Terms of Service.

7. Viruses

The downloading and viewing of Content is done at your own risk. We do not guarantee or warrant that the Site is compatible with your computer system or that the Site, or any links from the Site, will be free of viruses, worms, trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and you are responsible for the entire cost of any service, repairs or connections of and to your computer system that may be necessary as a result of your use of the Site.

8. Communications Not Confidential

We do not guarantee the confidentiality of any communications made by you through the Site. We do not guarantee the security of data transmitted over the Internet or public networks in connection with your use of the Site.

9. Disclaimers

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE SITE IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THESE TERMS OF SERVICE, THE SITE OR THE

PRODUCTS. WE DISCLAIM ALL LIABILITY OF ANY KIND OF OUR LICENSORS AND SUPPLIERS.

TO THE EXTENT THAT THE FOREGOING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY IN CONNECTION WITH OR UNDER THESE TERMS OF SERVICE, OR YOUR USE OF, OR INABILITY TO MAKE USE OF, THE SITE EXCEED \$10 CAD. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS OF SERVICE WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

11. Indemnification

You will defend, indemnify and hold harmless us and all of our officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- (a) our breach of any provision of these Terms of Service or any documents referenced herein;
- (b) your violation of any law or the rights of a third party (including, without limitation, privacy or intellectual property rights); or
- (c) your use of the Products in a manner that such Products are not designed for or intended to be used, as described in these Terms of Service and in any instructions or guidelines provided by us to you.

12. Changes and Survival

(a) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. Further, we reserve the right to change these Terms of Service at any time and to notify you by posting an updated version of the Terms of Service on the Site. You are responsible for regularly reviewing the Terms of Service, including, without limitation, by checking the date of "Last Update" at the bottom of this document. Continued use of the Site after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Site constituting consideration from us to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms of Service, (2) any policy or practice of ours in operating the Site, or (3) any Content available through the Site, is to stop accessing and using the Site.

(b) The following Sections, together with any other provision of these Terms of Service which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of these Terms of Service, will survive expiration or termination of these Terms of Service for any reason: Sections 1 (Ownership of the Site and its Content), 4 (Data You Upload To Us), 7 (Viruses), 8 (Communications Not Confidential), 9 (Disclaimers), 10 (Limitation of Liability), 11 (Indemnification), 12(b) (Survival), and 13 (General Provisions).

13. General Provisions

(a) *Choice of Law.* These Terms of Sale are governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. Except as restricted by applicable law, you agree to submit to the exclusive jurisdiction and venue of courts in Kelowna, British Columbia, Canada for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, if a dispute arises between you and us, you agree that you will notify us about any dispute you have with us related to these Terms of Service by contacting us.

(b) *Entire Agreement.* These Terms of Service constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Site. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

(c) *Waiver.* Our failure to insist upon or enforce strict performance of any provision of these Terms of Service will not be construed as a waiver of any provision or right. A waiver of any provision of these Terms of Service must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.

(d) *Force Majeure.* We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Service that are caused by an act or event beyond our reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) *Export Restrictions.* You acknowledge that the Products may be subject to applicable import and export laws and regulations of Canada and other countries. You will comply with such laws and regulations.

(f) *Electronic Communications.* You are communicating with us electronically when you use the Site or send email to us. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you order on the Site, we collect and store your email address. From that point forward, your email address is used to send you information about our products and services unless you opt-out of such emails using the opt-out link in the emails.

(g) *Notifications.* We may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your most recent order, sending mail to the address associated with your most recent order, or posting of such notice on the Site. We are not responsible for any automatic filtering you or your network provider may apply to email notifications. We recommend that you add our email address book to help ensure you receive email notifications from us.

(h) *Severable*. If any of the provisions contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms of Service and all other provisions of these Terms of Service will remain in full force and effect.

(i) *Assignment*. You will not assign these Terms of Service to any third party without our prior written consent. We may assign these Terms of Service or any rights under these Terms of Service to any third party without your consent. Any assignment in violation of this Section will be void. The terms of these Terms of Service will be binding upon permitted assignees. These Terms of Service will inure to the benefit of and be binding upon the Parties, their permitted successors and permitted assignees.

(j) *English Language*. It is the express wish of the parties that these Terms of Service and all related documents be drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.