

# TERMS OF USE & PRIVACY POLICY

These terms of use constitute an agreement ("Agreement") made between Baradaran Design, Inc. ("Baradaran Design") and any person accessing this website operated by Baradaran Design ("You") with respect to your use of Baradaran Design's website, BaradaranDesign.com and/or NatashaBaradaran.com, or any successor website (the "Site"). You agree to abide by all of the terms of this Agreement as a condition of your continuing to access, view or use the Site. Baradaran Design and You may be referred to as "parties" (or individually as a "party") in this Agreement.

1. Site. The Site is proprietary to Baradaran Design and is protected by copyright and other intellectual property laws and international intellectual property treaties. Your access to the Site is by license or permission. Subject to the terms and limitations set forth in this Agreement, Baradaran Design agrees to provide You with a personal and non-exclusive right to access, view and use the Site. You agree that from time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Baradaran Design may undertake from time to time; or (iii) causes beyond the control of Baradaran Design, whether or not foreseeable. You shall be solely responsible for providing, maintaining and ensuring compatibility with the Site, all hardware, software, electrical and other physical requirements for your use of the Site, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, programs and services required to access and use the Site.

2. Security and Privacy. You shall be solely responsible for the security, confidentiality, integrity, and use of all messages and/or the content that You transmit to the Site. Except as otherwise indicated below, Baradaran Design will use commercially reasonable efforts to not monitor, edit, or disclose any personal information about You, including your use of the Site, without your prior consent unless Baradaran Design has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Baradaran Design; (iii) enforce this Agreement; (iv) protect the interests of users of the Site other than You or any other person; or (v) operate or conduct maintenance and repair of Baradaran Design's services or equipment, including the Site as authorized by law. Nonetheless, You have no expectation of privacy with respect to the Internet generally or this Site in particular, and Baradaran Design reserves the right, to the extent permitted by applicable law, to gather necessary information about You and your use of the Site. Such personal information that is voluntarily submitted to Baradaran Design is not sold, and is not shared with entities outside of the company other than appropriate service providers who assist the company in carrying out its marketing and business functions. In general, Baradaran Design provides You with the right to opt-out of receiving marketing and other discretionary communications, and to update, supplement or delete your own voluntarily submitted personal information which Baradaran Design uses for the previously noted business purposes.

3. Content Restrictions. All materials included on this Site, including without limitation text, graphics, images, logos and other materials (collectively, "Content"), and all related intellectual property rights (including without limitation trademarks, service marks, logos, copy-

rights, trade dress and the “look and feel” of the Site), are owned by Baradaran Design (or are displayed by Baradaran Design with permission of its owners or as permitted by applicable law). You agree not to copy, reproduce, display, modify, transmit or distribute such Content, except printing copies for your own, non-commercial use, without the prior written consent of Baradaran Design. These restrictions apply to such Content in all adaptations or transformations and in all media and forms, now existing or hereafter developed.

4. Content Disclaimer. All Content is provided “AS IS”. Baradaran Design does not ensure that the Content is timely or accurate, or will remain accurate or is complete. Content may be correct when published and later become obsolete or incorrect. Baradaran Design does not represent that the Content will be free of errors, defects or viruses, or that any such errors, defects or viruses will be corrected. Baradaran Design expressly disclaims all implied warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

5. Changes. Baradaran Design reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in our sole and absolute discretion. Changes in this Agreement will be posted on this Site. Your continued use of this Site after any changes are made shall be deemed your acceptance of the changes.

6. Prohibited Uses. You are solely responsible for your acts and omissions when using the Site, and You agree not to engage in unacceptable use of the Site, including without limitation use of the Site to: (a) transmit unsolicited messages, chain letters or unsolicited commercial email; (b) transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, offensive, vulgar, threatening or malicious; (c) transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) transmit viruses, trojan horses or any other malicious code or programs; (e) engage in systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Baradaran Design by use of scrapers, spiders or other tools; or (f) engage in any other activity deemed by Baradaran Design to be in conflict with this Agreement.

7. Links to Other Sites. This Site may contain links to other websites for your convenience. These sites are not under the control of Baradaran Design, and Baradaran Design has no responsibility for the content contained on any linked site and disclaims all liability for anything contained on a linked site. If You link to any sites from the Site, You do so entirely at your own risk. You should review the terms of use and privacy policy of any site to which You link from the Site.

8. Site Contact Information. Feel free to contact us by using the information on our Contact Us page.

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