



TERMS OF USE

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Atelier tokimeki owns the website <https://www.ateliertokimeki.com> (the “**Website**”) operated by Wix.com Ltd (hereinafter “**Wix**”). We make the Website available to the users (individually “**you**” or “**Visitor**” and collectively “**Visitors**”) under the following Terms of Use.

1. Agreement to the Terms of Use

Our Website enables you to consult information about us and our work, including how to contact us. It also provides relevant external links to, *inter alia*, provide additional information or book a consultation.

Please read these Terms of Use carefully before accessing the Website. These Terms of Use contain conditions, disclaimers, and other provisions, some of which limit our liability. By accessing the Website, you explicitly agree to be bound by these Terms of Use. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE WEBSITE.

2. Privacy

Your privacy and the protection of your personal data are very important to us. For more information about our privacy practices, please review our [privacy policy](#).

3. Appropriate use

Visitors shall not use the Website to:

- (i) post, submit or otherwise distribute unlawful, defamatory, abusive, obscene or offensive materials;
- (ii) post or transmit any content to/through the Website that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, endanger national security, or that would otherwise create liability or violate any local, state, national or international law;



- (iii) attempt to decipher, decompile, disassemble or reverse engineer any content of the Website;
- (iv) transmit any viruses, corrupted data or other harmful, disruptive or destructive files;
- (v) violate the Website's or any third-party rights including, but not limited to intellectual property or privacy rights;
- (vi) access or attempt to access the Website using interfaces aside from the ones provided by the Website;
- (vii) limit or constrict the availability or quality of the Website;
- (viii) bypass, disable or delete any copy protection mechanisms or any security mechanisms on the Website.

In case of violation of this Section 3, we reserve the sole right to take any actions, including but not limited to cancel or suspend your access to the Website.

4. Disclaimer of warranties

THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TRANSLATION AND TITLE. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO VISITORS' USE OF THE WEBSITE. VISITORS ASSUME TOTAL RESPONSIBILITY FOR THEIR USE OF THE WEBSITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. IF THIS DISCLAIMER IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IT MAY BE MODIFIED AT OUR SOLE DISCRETION TO A FORM THAT IS ENFORCEABLE.

WE DO NOT TAKE ANY RESPONSIBILITY FOR THE CORRECTNESS, COMPLETENESS, UP-TO-DATENESS OR QUALITY OF THE INFORMATION AND CONTENT PROVIDED ON THE WEBSITE, INCLUDING ANY TRANSLATION OF THE CONTENT. ESPECIALLY, THE OPINIONS EXPRESSED IN THE CONTENT CONTAINED ON THE WEBSITE ARE THOSE OF THE RESPECTIVE AUTHORS. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY TO ANY PERSON IN RESPECT OF ANYTHING DONE OR OMITTED TO BE DONE WHOLLY OR PARTIALLY IN RELIANCE UPON THE CONTENTS OF THE WEBSITE.

FURTHERMORE, WE ARE NOT LIABLE FOR ANY DAMAGE OR CORRUPTION CAUSED BY VIRUSES (OR SIMILAR MECHANISMS SUCH AS WORMS, LOCK OUTS, METERING, OR SELF-DESTRUCT MECHANISMS) ON COMPUTERS OR OTHER TERMINAL EQUIPMENT IN CONNECTION WITH VISITING, USING AND/OR DOWNLOADING DATA/INFORMATION FROM THE WEBSITE OF ANY KIND OR ACCESSING ANY



EXTERNAL THIRD-PARTY LINKS. THE VISITORS ARE PERSONALLY RESPONSIBLE FOR PROTECTING THEIR EQUIPMENT APPROPRIATELY FROM VIRUSES AND OTHER RISKS ON THE INTERNET. WE RESERVE THE RIGHT, AT OUR SOLE DISCRETION, BUT DISCLAIM THE OBLIGATION, TO MONITOR AND/OR REMOVE ANY CONTENT FROM THE WEBSITE.

5. Intellectual property rights

We publish content, photographs, videos, graphics, logos, resources, and links that are owned by us and provided by third parties (“**Content**”). Any Content remains owned by us, and such third parties and your use of the Website does not give you any rights of ownership in relation to such Content.

We will retain all (including where applicable, ownership) rights in relation to any comments, ideas, and feedback provided by Visitors in relation to the use of the Website (“**Visitor’s Feedback**”).

Atelier tokimeki’s name is a registered trademark. Visitors are not authorised to use atelier tokimeki’s nor the Website’s name or likeness without our prior consent.

6. Links to other websites

Links on the Website may connect Visitors to external or third-party websites that are not related to us or under our control. We have not reviewed those third-party websites and we are not responsible for the content of external or third-party websites that may be accessible or displayed through external links on the Website. The presence of these external links does not represent our endorsement of the views or content of these third-party websites. Navigating to external websites through links on the Website is done at the sole risk of the Visitor, and we expressly disclaim any and all liability, damage and losses for any content that appears on any external site.

7. Links to the Website

The Visitor may link this Website in order to reference it, provided the Visitor indicates that the link leads to the Website. Visitors may not integrate or make use of all or part of the Website in ways that would confuse or mislead other Visitors as to the nature and origin of this Website content.

8. Amendments



We may amend these Terms of Use at any time, and such amendments will be effective immediately upon providing the notice on the Website. Visitor's continued use of the Website will be deemed as acceptance of the modified Terms of Use.

9. Waiver and severability of Terms of Use

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intention as reflected in the provision and the other provisions of these Terms of Use shall remain in full force and effect.

10. Translation

These Terms of Use are originally written in English. We have translated these terms into French and may translate them into other languages. In the event of a conflict between a translated version of these Terms of Use and the English version, the English version will control.

11. Applicable law

These Terms of Use shall be governed by and interpreted in accordance with the substantive laws of France, under the exclusion of any international treaty and under exclusion of any conflicts of laws principles.

12. Contact

For any notices and questions regarding these Terms of Use, please contact us at contact@ateliertokimeki.com.