

# Lofiistudios

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## **Business Plan Overview,**

Every great idea needs an even better Website. Lofiistudios, caters to just that need. Lofiistudios, a “Creative Space” where people come to build beautiful websites.

## About,

Lofiistudios, a space for creativity.

(Narrated By The Coolest Voice You Can Think Of)

Typically you can find prototypes (ideas just getting off the ground) on this site. I created a digital “Creative Space” to put my ideas to the test. I needed to know if I was “on to something” or “completely full of S@!#”

Aesthetics is my style. “Content” “Websites” + a frequently updated “Book” is my game. Over the years I’ve learned to take a more humble & simple approach towards life allowing me to master the enjoyable + insightful user experience.

I’m an artist and this is my virtual book. Breathe easy.....and continue

1. The most important role you ask? A quality user experience.
2. What sets me apart from others? I hate creating the same “Content” twice. I do my best to leave thoughtful surprises with each project.

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## **A. INTRODUCTION TO SERVICES**

These terms and conditions create a contract between you and Lofiistudios (the “Agreement”). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click “Agree”.

This Agreement governs your use of Lofiistudios (“Services”), through which you can buy, get, license, rent or subscribe to content. Content may be offered by Lofiistudios or a third party. Our Services are available for your use in your country or territory of residence (“Home Country”). By creating an account for use of the “Services” in a particular country or territory you are specifying it as your Home Country. To use our “Services”, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (fees may apply). Our “Services” performance may be affected by these factors.

### **1. SHORT-TERM**

*Lofiistudios offer free & paid “Services” + “Content”.*

## B. USING SERVICES

You can acquire “Content” under our “Services” for free or for a charge, either of which is referred to as a “Transaction.” Each “Transaction” is an electronic contract between you and Lofiistudios, and/or you and the entity providing the “Content” on our “Services”.

When you make a “Transaction”, we will ask you to choose how to manage your payment either “One-Time Payment, Monthly, or Annually”.

Lofiistudios will charge your selected payment method (such as your credit card, debit card, cash app, paypal, apple pay ) or other future methods available in your “Home Country”) for any paid Transactions, including any applicable taxes. If you have also added it to your apple wallet, Apple may charge your selected payment method in apple Wallet using apple Pay. If we cannot charge your selected payment method for any reason (such as expiration or insufficient funds), you remain responsible for any uncollected amounts, and we will attempt to charge the payment method again as you may update your payment method information. In accordance with local law, Lofiistudios may update information regarding your selected payment method if provided such information by your financial institution.

All “Transactions” are final. “Content” prices may change at any time. If technical problems prevent or unreasonably delay delivery of “Content”, your exclusive and sole remedy is either replacement of the “Content” or refund of the price paid, as determined by Lofiistudios. Lofiistudios may refuse a refund request if we find evidence of fraud, refund abuse, or other manipulative behavior that entitles Lofiistudios to a corresponding counterclaim.

## 2. SHORT-TERM

*“Transactions” are electronic agreements that you pay for. We charge in a variety of ways. Taxes included, prices subject to change. Refunds are case by case basis.*

## **B.1. ACCOUNT**

(I) Using our “Services” and accessing your “Content” may require a membership ID to be created with first entering a small amount of personal information (such as email, password, name, social media ). A membership ID is the account you use across Lofiistudios ecosystem to have access to more premium in-house “Services”. Your account is valuable, and you are responsible for maintaining its confidentiality and security. Lofiistudios practices good faith and will never share your personal information. Lofiistudios is not responsible for any losses arising from the unauthorized use of your account. Please contact Lofiistudios if you suspect that your account has been compromised.

(II) You must be age 13 (or equivalent minimum age in your Home Country, as set forth in the registration process) to create an account and use our “Services”. Membership IDs for persons under this age must be created by a parent, legal guardian or by an approved educational institution.

## **3. SHORT-TERM**

*Lofiistudios may require you to create a membership ID for some “Services”. You must be of legal age to create an account.*

**B.2. SERVICES AND CONTENT USAGE RULES**

(I) Your use of the “Services” and “Content” must follow the rules set forth in this section (“Usage Rules”). Any other use of the Services and Content is a material breach of this Agreement. Lofiistudios may monitor your use of the “Services” and “Content” to ensure that you are following our “Usage Rules”.

**4. SHORT-TERM**

*Please follow our “Usage Rules”.*

**B.3. ALL SERVICE DISCLAIMER:**

(I) You may use the “Services” & “Content” only for personal + noncommercial purposes. Lofiistudios delivery of “Services” or “Content” does not transfer any commercial or promotional use rights to you, and does not constitute a grant or waiver of any rights of the copyright owners.

(II) For any “Services” requiring membership ID “Content” should be used for individual use, users can not share information with anyone else. Each computer must also be authorized using the same Membership ID. Devices can be associated with a different Membership ID once every 90 days.

(III) Manipulating plays, reverse engineering, downloads, ratings, or reviews via any means (such as using a bot, script, or automated process) or (providing or accepting any kind of compensation or incentive is prohibited). It is your responsibility not to lose, destroy, or damage “Content” once downloaded. Lofiistudios encourage you to back up your “Content” regularly. You may not tamper with or circumvent any security technology included with the Services. You may access our “Services” only using [www.lofiistudios.com](http://www.lofiistudios.com), and may not modify or use modified versions of our site.

**5. SHORT-TERM**

*You may use the “Services” & “Content” for personal + non commercial use. Don’t share your personal information with others. Manipulation + modification of the “Services” & “Content” is prohibited.*

**B.4. AUDIO & VIDEO CONTENT SALES + RENTALS:**

You can use “Digital Rights Management” (DRM)-free “Content” on a reasonable number of compatible devices that you own or control. DRM-protected “Content” can be used on up to five computers and any number of devices that you sync to from those computers. “Content” rentals are viewable on a single device at a time, and must be played within 30 days, and completed within 48 hours of the start of play (stopping, pausing or restarting does not extend this period).

**6. SHORT-TERM**

*Limited device use for “Content”. Rentals are viewable on a single device at a time & must be played within 30days + completed within 48hrs.*

**B.5. ALL SERVICE DEFINITION:****App**

- Any mobile platform and/or operating system, including any in-app purchases, extensions (such as keyboards), stickers, and subscriptions made available in such apps or app clips.
  
- Lofiistudios may be accessed through the “Spaces” mobile app made possible by [www.Wix.com](http://www.Wix.com). Individuals acting on behalf of a commercial enterprise, governmental organization or educational institution (an “Enterprise”) either a single individual on one or more devices owned or controlled by an Enterprise or multiple individuals on a single shared device owned or controlled by an Enterprise. For the sake of clarity, each device used serially or collectively by multiple users requires a separate license.

**7. SHORT-TERM**

*Download the “Spaces” app for access to the mobile version of Lofiistudios.*

## Content

- All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, story, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such "Content" contained on the site is owned, controlled or licensed by or to Lofiistudios, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
  
- With exception to any outsourced content used under "fair use" law (such as animated gifs, anime clips, art) you may use information on Lofiistudios "Products" and "Services" (such as data sheets, knowledge base articles, and similar materials) purposely made available by Lofiistudios for downloading from the site. All available content, are for personal and non commercial use only. Modifications of Lofiistudios "Content" is not allowed.

## 8. SHORT-TERM

*Lofiistudios provides "Content" & "Services" protected by laws.*

**Web Development:**

- Specializing in the development of worldwide web applications using a client-server model.

**Web Design:**

- Skills & disciplines in the production and maintenance of websites. The different areas of web design (such as web graphic design, user-interface design, authoring, standardized code + proprietary software, user experience design, SEO "Search Engine Optimization").

Lofiistudios offers 3 web design packages as one of our "Services". This service carries a 90-day contract agreement. If you are interested in having your website created by Lofiistudios you agree to and understand that all business "scope of work" "outline" "length" & "payment & transactions" will be conducted following only the 90-day contract guideline. Lofiistudios reserves the right to update or adjust contract details on a special case by case basis.

Send an email [create@lofiistudios.com](mailto:create@lofiistudios.com) with subject "Interested In Website" or visit our site [www.lofiistudios.com/services](http://www.lofiistudios.com/services) to get started.

**9. SHORT-TERM**

*Lofiistudios builds awemazing websites, visit "Services".*

## Subscription

- The action of making or agreeing to make an advance payment in order to receive or participate in something.
- “Paid Subscriptions” automatically renew until cancelled in the account settings. We will notify you if the price of a “Paid Subscription” increases and, if required, seek your consent to continue. You will be charged no more than 24 hours prior to the start of the latest “Paid Subscription” period. If we cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the “Paid Subscription”, you remain responsible for any uncollected amounts. We will attempt to charge the payment method as you may update your payment method information. This process may result in a change to the start of your next “Paid Subscription” period and may change the date on which you are billed for each period.

Lofiistudios reserve the right to cancel your “Paid Subscription” if we are unable to successfully charge your payment method to renew your subscription. Certain “Paid Subscriptions” may offer a free trial prior to charging your payment method. If you decide to unsubscribe from a “Paid Subscription” before we start charging your payment method, cancel the subscription at least 24 hours before the “Free Trial” ends. ( See “Free Trial” for more details.) When your “Paid Subscription” to any “Service” ends, you will lose access to any functionality or “Content” of that “Service” that requires a “Paid Subscription.”

## 10. SHORT-TERM

*Lofiistudios offer “Paid Subscription” packages.*

## Premium “Content” Package Details

Lofiistudios offer “Paid Subscription” packages giving you access to premium “Content” such as;

(I) The Comment Section - A carefully selected mind mapping guide to ease mental health problems such as anxiety & depression. Users may scroll with the option to play relaxing music through photos of a variety of thoughtful and inspirational comments posted by people from all around the world on social media.(Please note the comment section is not a medical solution for mental health problems, please visit your local doctor if you are in serious need of mental health support). Be well.

(II) Start A Conversation - An in-house list of ideas & topics catered to the thinkers and students of life. This platform is to help spark new ideas, finish old ideas + create collaborative opportunities.

(III) Directory - An exclusive list of professional contacts ( email, phone number, website & general location) of Creatives, Entrepreneurs, Freelancers, Business Owners, + hidden gems resources.

(IV) Film Studio - Users can stream + download digital “Content”

( Shortfilms , DYI, Educational, Documentary, Recaps, Dayinthelife, Interviews, Experimental, Animation, Inspirational, Motivational, Art Therapy, Coaching, Mentoring + Movies).

( Site comes “as is”. )

## 11. SHORT-TERM

*Lofiistudios offers premium “Content” (The Comment Section, Start A Conversation, Directory + Film Studio, ) with “Paid Subscription”*

## **Downloads**

- Copy data from one computer system to another typically over the internet.

You may be limited in the amount of “Content” you may download, and some downloaded “Content” may expire after a given amount of time after downloaded or first played. Certain “Content” may not be available for download at all. You may be able to redownload previously acquired “Content” (“Redownload”) to your devices that are signed in with the same Membership ID (“Associated Devices”). “Content” may not be available for redownload if that “Content” is no longer offered on our “Services”.

## **12. SHORT-TERM**

*Limited downloadable “Content” & some “Content” downloads may expire after a given amount of time.*

## **Free trials**

If you start a “Free Trial” to a “Paid Subscription” offered by Lofiistudios and cancel before it ends, you cannot reactivate the “Free Trial”.

“Free trials” or free offers to Lofiistudios “Paid Subscription” packages give you temporary access to everything listed in the “Paid Subscription” package. You acknowledge that your “Free Trial” or free offer may expire while you are a paid subscriber to Lofiistudios and Lofiistudios shall have no obligation to reinstate, reimburse, or otherwise compensate you for any part of such expired “Free Trial” or free offer.

## **13. SHORT-TERM**

*Lofiistudios offer “Free Trials” to “Paid Subscription” packages.*

### **Third-Party Services**

If you use our “Services” then certain “Services” may require, direct, or suggest you use third-party equipment in some circumstances and/or for certain activities; such use is subject to the terms and conditions of such equipment and should be made in accordance with the applicable manufacturer’s instructions. Lofiistudios is not responsible or liable for third party materials included within or linked from the “Content” or the “Services”.

### **14. SHORT-TERM**

*Lofiistudios may use third-party devices + equipment, such cases recommend you to read their manufacturer’s terms & conditions.*

### C. E-COMMERCE + SHOP DETAILS

Lofiistudios provides a shop which enable you to buy merch, content, media, canvases, through “E-Commerce”. All purchases will be processed through Wix Payments or through a third-party payment service “Payment Provider(s)” taxes and fees included.

Lofiistudios may make changes to any products offered on the site, or to the applicable prices for any such products, at any time, without notice. If products are out of date, or MIA, then,

Lofiistudios makes no commitment, but will use best practices to keep a professional shop experience. Lofiistudios products are safely stored in a professional space. Lofiistudios shop sell;

1. **Canvases** - You may find custom style art with sizes ranging from 16x20 to 36x36 in the Lofiistudios site. Canvases are sold in singles & bundles (3pack 5pack, 10pack). All canvases will not be restocked and come “As is”. All canvases are coated individually with a layer of protective wrap, then encapsulated in a protective storage bag to protect & preserve the art. All purchases are final & non-refundable.
  
2. **Books** - You may find physical copies of self-published books that are purchased to order in the Lofiistudios site. All purchases will start the production of physical copies of books. All physical copies are manufactured by [www.Lulu.com](http://www.Lulu.com), Lofiistudios is not affiliated with LuLu or sponsored by LuLu.
  
3. **Ebooks** - You may find digital copies of self-published books that are “pay per view” or “downloadable” upon purchase in the Lofiistudios site. All purchases are final & non-refundable.
  
4. **AudioBooks** - You may find audio copies of self-published books that are “pay per stream” or “downloadable” upon purchase in the Lofiistudios site. All purchases are final & non-refundable.
  
5. **Capsule Collection Merch** - Lofiistudios provides limited stock of seasonal capsule collection merch in the form of both customized & manufactured, dad caps, beanies, long-sleeve tee’s, short-sleeve tee’s, pants, & airforces. Refunds will be handled on a case by case basis.

### **C.1. Refund Policy**

Lofiistudios offers a 14-day refund policy for (canvases and capsule collection merch only) on a case by case basis. All Products must be in the same condition from purchase. Meaning it must be in a sellable condition. To be considered for a refund you must reach out to [create@lofiistudios.com](mailto:create@lofiistudios.com) with subject "Refund Request" along with; If you reside in a jurisdiction which requires a longer Refund Policy, Lofiistudios will comply and accommodate such requirements in accordance with all applicable laws. If Lofiistudios receives a request for a refund within the given approved period, then Lofiistudios will refund to you the amount charged for such "product" or "service" in the currency used in the original transaction. You understand and agree that the refund amount may be different than the amount you were charged due to currency changes and third party fees. Lofiistudios will not be responsible for any differences caused by change of currency exchange rates or fees you were charged by third parties. After the refund period, the fees paid by you are non-refundable and non-cancellable.

Lofiistudios reserves the right to still charge all users who practiced refund policy & cancellation in bad faith or in an illegitimate attempt to avoid payment for services actually received and enjoyed, as permitted by law.

( name, date of purchase, product name, description, clear picture of product, clear video clip of client, reason for wanting a refund ).

### **15. SHORT-TERM**

*Lofiistudios sells "products" & "content" in site, with "merch" only including a 14-day return + refund policy handled on a case by case basis.*

## D. YOUR SUBMISSIONS TO SITE + SERVICE

Lofiistudios “Services” may allow you to submit or post materials such as comments, ratings and reviews, pictures, videos, audios (such mp3,wav), and podcasts (including associated metadata and artwork).

Your use of such features must comply with the “Submissions Guidelines” below, which may be updated from time to time. If you see materials that do not comply with the “Submissions Guidelines”, please send an email to [create@lofiistudios.com](mailto:create@lofiistudios.com). You hereby grant Lofiistudios a worldwide, royalty-free, perpetual, nonexclusive license to use the materials you submit within the “Services” and related marketing, and Lofiistudios internal purposes. Lofiistudios may monitor and decide to remove or edit any submitted material.

### “Submissions Guidelines” You may not use the “Services” to:

SUBMIT ANY “CONTENT” THAT;

1. You do not have permission, right or license to use.
2. Infringe on the rights of any third party.
3. Post objectionable, offensive, unlawful, deceptive, inaccurate, or harmful content.
4. Post personal, private or confidential information belonging to others.
5. Request personal information from a minor.
6. Impersonate or misrepresent your affiliation with another person, or entity.
7. Post or transmit spam, including but not limited to unsolicited or unauthorized advertising, promotional materials, or informational announcements.
8. Post, modify, or remove a rating or review in exchange for any kind of compensation or incentive.
9. Post a fake rating or review.
10. Plan or engage in any illegal, fraudulent, or manipulative activity.
11. Copy the look and feel of the Site or access, download, copy, modify, distribute, perform, or use any Photos to create a similar or competitive service or to contribute the Photos to an existing similar or competitive service.

YOU MAY SUBMIT “CONTENT” THAT;

1. Are original work via service form only.
2. Projects with full name, project description, & production credits via service form only.
3. Collaboration opportunities via service form only, see collaboration section for details.

## 16. SHORT-TERM

*Lofiistudios may allow you to submit your own user content as long as it follows the “Submission Guidelines” which basically states to honor the integrity and fair use of “Content”.*

## **E. MAINTENANCE AND SUPPORT**

Lofiistudios is responsible for providing maintenance and support for Lofiistudios site & app only, or as required under applicable law. App Providers are responsible for providing maintenance and support for Third Party Apps.

Lofiistudios typically run a scheduled full maintenance every 90-days along with light maintenance every 30-days to fix (any bugs, typos, updates) & overall user experience. During this time our members & subscribers will be notified 2-weeks in advance of any future maintenance. Lofiistudios may allow partial or no access to the site & app determined on a case by case basis.

General questions and support should contact [create@lofiistudios.com](mailto:create@lofiistudios.com).

### **17. SHORT-TERM**

*Lofiistudios perform scheduled maintenance to keep a quality overall experience. Users will be notified on a case by case basis.*

## F. OTHER COMPANIES' SERVICES AND LINKED WEBSITES

You may find tools on the "Service" that links and lets you send information, including "User-Content", to other companies' services, such as through apps ( Instagram, YouTube, Twitter or Facebook or the implementation of other companies' like or share buttons ).

This site may provide links to other third-party World Wide Web sites or resources. Lofiistudios makes no representations or warranties whatsoever about any other website which you may access through this site. Because Lofiistudios has no control over such sites and resources. You acknowledge and agree that Lofiistudios is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, materials on or available from such sites or resources. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses, worms, of a destructive nature.

References on this site to any names, marks, solely as a not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services.

Lofiistudios shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged, available on or through any such site or resource.

### 18. SHORT-TERM

*Lofiistudios have tools that link "Content" & "User-Content" to other companies' websites. We are not responsible for how they run their site or how the information linked is used, so practice discretion.*

## **G. TERMS ON USER HEALTH & SAFETY**

Lofiistudios may provide “Content” in for form of (video, audio, hyperlinks) exploring topics (such as mental health, spirituality, physical health, & creativity ) these types of “Content” are for entertainment and/or informational purposes only and is not intended to provide any medical advice. You should always seek the advice of an appropriately qualified healthcare professional regarding;

1. The safety and advisability of any given activity.
2. Any specific medical condition or symptoms.

## **18. SHORT-TERM**

*Lofiistudios provide “content” that explore health & wellness. Lofiistudios is not a Medical Advisory, Doctor, Psychiatrist, and is not responsible for the care of your health.*

## H. PRIVACY

Lofiistudios encourages you to read the Privacy Policy that applies to use of this site, and its terms are made a part of these terms of use by this reference. Lofiistudios may require or involve the submission, collection and/or use of certain personally identifying or identifiable information on certain pages to provide a better experience in the form of email building, promotional & discount campaigns , updates about site, newsletters, email blogs, and events. Lofiistudios will never spam users. To view Lofiistudios Privacy Policy, [click here](#). Lofiistudios values user privacy and our own, using best practices to make sure all information is secure and private, additionally you understand that information may still be intercepted even with secure encryption, and will use Lofiistudios site responsibly.

## 19. SHORT-TERM

*Lofiistudios values privacy and wish to keep a secure and professional overall experience. You agree to look over Lofiistudios privacy policy and use the site responsibly.*

## **I. INTELLECTUAL PROPERTY**

You agree that the “Services”, including but not limited to “Content”, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Services, contain proprietary information and material that is owned by Lofiistudios and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the “Services” for personal, noncommercial uses in compliance with this agreement. No portion of the “Services” may be reproduced in any form or by any means, except as expressly permitted by this agreement. You agree not to modify, rent, loan, sell, or distribute the “Services” or Content in any manner, and you shall not exploit the “Services” in any manner not expressly authorized.

### **20. SHORT-TERM**

*Lofiistudios has intellectual property rights to all site “Services” “Products” & “Content”, with exceptions to outsourced “content” (see outsourced content for details). Lofiistudios is protected by copyright laws and other laws. You agree to use the Lofiistudios site for personal and non commercial use with exceptions only for purchasing products under the site shop. (See shop for more details).*

## J. TRADEMARK

The Lofiistudios name, the Lofiistudios logo, and other Lofiistudios trademarks, service marks, graphics, and logos used in connection with the “Services” are trademarks or registered trademarks of Lofiistudios in the U.S. and other countries throughout the world. You are granted no right or license with respect to any of the aforesaid trademarks. No part of the Lofiistudios brand name, logo, service marks, graphics, and logos used in connection with the site & service including social media shall be used, modified, remove or alter any copyright notices, watermarks, restrictions and signs indicating proprietary rights of any of our licensors, including copyright mark [©], Creative Commons [(cc)] indicators, or trademarks [® or ™] contained in Lofiistudios site. If you see someone using Lofiistudios site or logo to impersonate or copy, then please contact Lofiistudios immediately [create@lofiistudios.com](mailto:create@lofiistudios.com) with “Lofiistudios Impersonation” in the subject along with your full name, where, and any helpful description & images of the alleged claim.

## 21. SHORT-TERM

*Lofiistudios is trademarked and protected by law. No part of the Lofiistudios logo's and graphics, images, PNG's, or anything affiliated with Lofiistudios shall be copied, impersonated or used for commercial or personal gain.*

## K. COPYRIGHT

**Outsourced Content** - any movie or anime clip, gif, or animation found in Lofiistudios site.

You may find outsourced “Content” on certain pages and videos in the site. We understand that copyright is very important and every artist & content creator deserves rightful credit for their respective work. Lofiistudios practices giving credit in description boxes under outsourced & third party articles, artwork, and images, gifs, additionally giving credit at the end of videos. If you believe Lofiistudios has content that is being misused or underrepresented, meaning not credited for use, then send us an email stating the original users full name, electronic signature, source of content along with a good faith reason why you believe our use “content” infringes on copyright. Lofiistudios follows the DMCA Digital Millennium Copyright Act which is a liability shield only if “copyright request for take down” is handled in a timely manner. Lofiistudios will handle all “copyright requests” on a case by case basis with each proven case resulting in an immediate removal to continue the overall business and avoid future litigations.

You may file a proper counter-notice in accordance with Section 512 of the DMCA, in which you must include:

1. Your full name, address, phone number and physical or electronic signature.
2. Identification of the material and its location before removal.
3. A statement under penalty of perjury that the material was removed by mistake or misidentification.
4. Your consent to an appropriate judicial body.
5. Any other information required under the relevant provisions of the DMCA. Any notices filed pursuant to this Section 9 may be deemed accepted, applicable and compliant with the DMCA, or not, at Lofiistudios sole reasonable discretion. Lofiistudios reserves the right to notify the person or entity providing the infringement notice of such counter-notice and provide any details included therein.

## 22. SHORT-TERM

*Lofiistudios may use outsourced “Content” with credit. Underrepresented “Content” may be taken down “copyright request”.*

## **L. INDEMNIFICATION**

By using the site or “Services” you agree to indemnify and hold harmless Lofiistudios and/or any of its affiliates, owners, officers, representatives, or employees from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use.

This site and “Services” and all “Content” are provided without warrant, expressed and implied. Users participate at their own risk. Lofiistudios nor any of its affiliates, owners, officers, representatives, or employees are liable for any damages of any kind related to use of the site or service.

## **23. SHORT-TERM**

*Lofiistudios affiliates, staff and reps, will be held harmless and take no responsibility in any claims brought against you related to the use of the site or “services”.*

## **M. UPDATING TERMS & POLICIES**

Lofiistudios carefully updates terms & policies to explain a balanced and fair use of the site. These terms can be applied to “Content” & “Services” all around the world. Lofiistudios may use terms (such as enhancements or updates to inform our community of future changes).

This work is never finished, and will continue to be evaluated for a better site and user experience.

## **24. SHORT-TERM**

*Lofiistudios will continue to update site terms & policies to maintain a professional site & user experience.*

**N. LIMITATION OF LIABILITY**

IN NO EVENT SHALL LOFIISTUDIOS, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES.

1. FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING),
  
2. FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION),
  
3. FOR ANY DIRECT DAMAGES IN EXCESS OF \$100.00.

**25. SHORT-TERM**

*Lofiistudios, and all members associated with Lofiistudios will not be liable for any losses & damages.*

## **O. ARBITRATION**

- ARBITRATORS RESOLVE AND MAKE A BINDING FINAL DECISION + AWARD

### **O.1. Class Action Waiver**

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND LOFIISTUDIOS (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ONLINE ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF AMERICAN ARBITRATION ASSOCIATION (AAA). THEN IN EFFECT, AND YOU AND LOFIISTUDIOS HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE OUR INTELLECTUAL PROPERTY RIGHTS, LOFIISTUDIOS MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND LOFIISTUDIOS WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY PURSUE ONLINE MEDIATION OR BRING YOUR CLAIM TO YOUR LOCAL "SMALL CLAIMS" COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT'S RULES AND IF WITHIN SUCH COURT'S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR LOFIISTUDIOS WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST LOFIISTUDIOS INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the (AAA) arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

### **O.2. 30-Day opt-out period**

If you do not wish to be bound by the arbitration and class action waiver provisions in section J.1, you must notify us via email within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). [info.lofiistudios@gmail.com](mailto:info.lofiistudios@gmail.com)

### 0.3. 30-Day resolution period

In the event of any controversy or dispute between Lofiistudios and you arising out of or in connection with your use of the site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either

party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### 0.4. Severance

All unenforceable claims will be null and void. This Section N will survive the termination of your relationship with us.

## 26. SHORT-TERM

*Lofiistudios, will handle all site disputes against you on an individual basis with good faith practices, offering online mediation resolution first followed by online arbitration.*

**P. WARRANTY DISCLAIMER**

THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

**27. SHORT-TERM**

*Lofiistudios, provides this site "as is" and you are responsible for how you use this site.*

**Q. TERMINATION**

Lofiistudios may terminate or suspend your account or access to the “Services” at any time, with or without notice, which may result in the loss of all information associated with your account. You may also delete your account and/or your use of the “Services” at any time by following the directions through the “Services”. All provisions of these Terms which by their nature should survive termination shall survive, including without limitation, ownership provisions, warranty disclaimers, indemnity, limitation of liability, and dispute procedures. Lofiistudios may also terminate this site at any time, with or without notice, which may result in loss of “content” & “information” regarding your account.

**28. SHORT-TERM**

*Lofiistudios will terminate site & or accounts with or without notice on a case by case basis.*

**R. SHORT-TERM + THECOOL**

Any heading, caption or section title & explanation or summary under the “Short-term” + “TheCool” column, is provided only for additional clarity. This section is not a part of Lofiistudios site “terms & conditions” or “privacy policy” & does not legally binds “You” (the user) to Lofiistudios site in any way. These Terms are formatted in English, and translated into other languages for your convenience. You may access and view other language versions by changing your language settings. If a translated (non-English) version of these Terms of Use conflicts in any way with their English version, the provisions of the English version shall prevail.

**29. SHORT-TERM**

*Lofiistudios provides a non-binding section for additional clarity.*

## **S. EVENTS**

You may see event opportunities hosted from time to time for creatives all around the world. These events are mainly but not limited to online events for networking, educational and entertainment purposes. All events are paid events, selling tickets on site & and through third-party event hosting sites, or partner sites. Lofiistudios takes no liability for any claims brought against Lofiistudios through the use of third-party sites, because Lofiistudios has no control over other websites. Lofiistudios use of event hosting through third-party sites is only for posting event flyers, details, ticket information, + carrying out the actual event and is not to be misinterpreted as promotion or affiliation of the said third-party site.

Lofiistudios may ask for personal information for securing your spot for each event including full name, email, phone number, location, social media, debit or credit card during payment checkout process. Lofiistudios collect this information in order to provide a better overall experience for future events. All ticket sales payments are non refundable. If the event ends in a cancellation then Lofiistudios will provide a full refund to all ticket purchases. Lofiistudios will use best practices to make sure all parties and partner businesses are fully credited for all events hosted by Lofiistudios. Businesses looking to partner in future events, see submissions for more details.

### **30. SHORT-TERM**

*Lofiistudios may host events from time to time on site or via third-party sites.*

## T. COLLABORATIONS

Lofiistudios welcomes collaborations from other freelance artists/hobbyists, start-up entrepreneurs, small agencies, and big businesses. Lofiistudios collaboration process follows a step-by-step process. All interested inquiries may visit the [filmstudio](#) page on site and scroll to the bottom to fill out the collaboration submission form.

### T.1. Future collaborators should;

1. Have their full name, company name, social media, email, phone number.
2. Have title of project, project description, length of project, role in project.
3. A list of all individuals apart of the project each with section P.1 filled.
4. Location of project, meaning online or actual location.
5. Provide if the project is paid or unpaid.
6. Send your brand logo ( optional ), + brief description about you for credit purposes.
7. If the project is for personal portfolio building, commercial, or non-profit.
8. Be ready to sign a brief contract.

### T.2. Lofiistudios will provide collaborations in many ways including;

1. **Project Management** - Lofiistudios will take lead and oversee the production of the collaborators project both online or in person providing, digital presentations, team goal checklist, & project brief + description. This form of collaboration requires Lofiistudios to wear a Mentor & Teacher hat. The role is paid or unpaid. Lofiistudios must be fully credited for full scope of project for personal, commercial, and non profit use on collaborators site or projects landing page. This role is negotiable as Lofiistudios understands collaborators may have their own collaboration guidelines.  
(90-Day Max)
2. **Creative Direction** - Lofiistudios will partner with the collaborator providing a creative specialist approach to providing innovative ideas & assist or direct the creative flow of the project online or in person. This form of collaboration requires Lofiistudios to listen and engage when necessary, playing the support role mostly. The role is paid or unpaid. Lofiistudios must be fully credited for full scope of project for personal, commercial, and non profit use on collaborators site or projects landing page. This role is negotiable as Lofiistudios understands collaborators may have their own collaboration guidelines.  
(60-Day Max)

3. **Site Hosting** - Lofiistudios will provide a site landing page with an interview, bio, 2x images, 1 recent picture of you and 1 of your latest accomplishment, followed by 1 hyperlink to your most used social media page. This form of collaboration requires Lofiistudios to wear the marketing hat striving to bring you more exposure. This may be cross promotion negotiable meaning both parties agrees and understands to promote each other via their respective brands site or biggest social media page or both including; ( **1x testimonial, 1x email blast, 1x social media post of latest accomplishment, 1x interview, 1x short bio,** ) about each party. Site hosting collaborations will be handled on a case by case basis, paid or unpaid.  
(30-Day Max)

4. **Social Media Hosting** - Lofiistudios will post 1 "Content" of your choice on our story page with a brief bio and add you meaning your social media page to our highlights tab. This form of collaboration is done through the Lofiistudios Instagram page. Each request will be treated as 1 person. This form of collaboration is paid only, non negotiable.  
(1-Day Max)

T.3. Lofiistudios will NOT provide collaborations in the following ways;

1. Take part in freestyle collaborations with no clear outline or written scope of the project.
2. Provide or accept unprofessional work meaning, lack of quality + effort, & credit in end result.
3. Tell you how to do your role or position as Lofiistudios expect professionalism to be demonstrated throughout the whole collaborative process.
4. Provide any additional work outside the initial terms & agreement for any project.
5. If the process is not clearly expressed to an end result & not fully documented in words.
6. If there is no balance, collaboration is a team sport.
7. If either party seems disinterested.
8. Without pre consultation along signed terms & agreement.
9. Please note: Lofiistudios understands that the unexpected will happen and that all collaborations can be cancelled at any time, with or without notice, lastly any cancellation with notice is greatly appreciated.

### **31. SHORT-TERM**

*Lofiistudios welcomes collaborations given that both parties agree.*

## U. CONTRACTS

- A WRITTEN AGREEMENT, WHEN PRACTICING BUSINESS, THAT IS INTENDED TO BE ENFORCEABLE BY LAW.

Lofiistudios uses contracts for our web design & development service + collaboration service. Lofiistudios reserves the right to update at any time the details of service contract with or without notice. In the event that a contract needs to be revised during a project period, both Lofiistudios and client or collaborator must agree to new terms with written documentation before further completion of project, no exceptions. All projects will be cancelled immediately if updated terms have not been agreed upon by both parties. Any payment done before and up to the point of contract revision are considered non-refundable + non-negotiable because time and work has been put into the project. Additionally any future payments discussed will be null and void. This process follows a brief guide in which all interested clients or collaborators understand and agree to contract terms including;

1. Project start/end date
2. Contract length
3. Project or service description
4. Items and quantity purchased
5. Prices for service or project
6. Payment conditions and terms
7. Project disclaimer
8. Good faith business disclaimer
9. Safety
10. Revisions
11. Refund policy
12. Mailing address for both Lofiistudios and client or collaborator
13. Approved signatures for both Lofiistudios and client or collaborator

## 32. SHORT-TERM

*Lofiistudios uses contracts when providing web design & development services + collaboration.*

## **V. INVOICES**

Lofiistudios provides an invoice or credit memo for any payment of service or product or refund made by Lofiistudios. Each invoice will be issued in electronic form and will be made available to you via email. You may be required to provide certain personal information (see privacy for more details) in order to comply with local laws. Please note that the invoice presented in your user account may be inadequate with your local law requirements, and in such case may be used for pro forma purposes only.

### **33. SHORT-TERM**

*Lofiistudios provides invoices for all paid transactions and refunds for bookkeeping purposes.*

**W. FEEDBACK + CONTACT**

Lofiistudios welcomes feedback. Do you see room for improvement? Reach out [create@lofiistudios.com](mailto:create@lofiistudios.com) Any feedback you provide at this site shall be deemed to be non-confidential. Lofiistudios shall be free to use such information on an unrestricted basis.

**34. SHORT-TERM**

*Lofiistudios welcomes user feedback on how to improve on site.*

