

General Terms of Service for Likha Studios

Effective Date: 2023-08-06

Thank you for choosing Likha Studios for your website creation and other services. Please read these General Terms of Service carefully, as they apply to all clients engaging with our services. Additional terms may apply to specific services and will be communicated to you separately.

I. Ownership of Intellectual Property

1.1. Client's Intellectual Property

Likha Studios does not claim ownership of the client's logos, brand, or business name. Clients retain full ownership of their intellectual property. However, Likha Studios reserves the right to use client intellectual property as a demonstration or example for other clients, strictly for promotional purposes, with no intention of using it for our own purposes without express written consent from the client.

1.2. Watermarking

Likha Studios reserves the right to add its watermark to all products generated through its services, including websites, social media posts, and marketing materials. The watermarking is intended to promote Likha Studios' business and protect its intellectual property.

II. Limitation of Liability

IN NO EVENT SHALL LIKHA STUDIOS, OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM:

(i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;

(ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES;

(iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR

(iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

THE LIMITATION OF LIABILITY APPLIES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LIKHA STUDIOS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LIKHA STUDIOS, OR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR AFFILIATES, EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

III. Right to Terminate

Likha Studios reserves the right to terminate the use of its service(s) by any client at any time, for any reason, without notice. Clients agree that Likha Studios shall not be liable to them or any third-party for any termination of their access to the service(s).

IV. Right to Refuse Services

Likha Studios reserves the right to refuse services to any individual or organization, for any reason, and at any time.

V. Compliance to Laws

By using Likha Studios' services, clients agree to comply with all applicable laws, regulations, and rules. Likha Studios is not liable for any illegal use of its services. We reserve the right to terminate services to anyone found in violation of any laws, regulations, or rules without prior notice.

VI. Security

Likha Studios takes the security of its products and services seriously and implements industry-standard security measures and protocols to safeguard clients' products and data. However, clients acknowledge that no security measure is foolproof, and Likha Studios cannot guarantee that its products or services will be completely free from hacking or other security breaches. Clients are responsible for keeping their login credentials and access information secure and confidential.

VII. Testing Ground

Likha Studios reserves the right to use clients' products as a testing ground or sandbox for new services. This may involve testing new software, plugins, or other tools on clients' products. Likha Studios may notify clients in advance of any testing that may impact their products, but it is not obligated to do so. Likha Studios will ensure that any testing is done in a professional and ethical manner.

VIII. Text Improvements

Likha Studios reserves the right to change or improve texts in clients' products without advance notice. This may include edits to grammar, spelling, or other content. Likha Studios will ensure that any changes are done in a way that is consistent with the client's

brand and messaging. However, if clients wish to revert any changes made to their texts, Likha Studios will do so upon their request.

IX. Temporary Takedowns

Likha Studios reserves the right to temporarily take down a client's product to improve it or apply changes. This may include updates to software or plugins, security patches, or other technical changes. Likha Studios will notify clients in advance of any planned takedowns and will ensure that any takedown is done in a way that minimizes disruption to their business.

X. Domain Ownership

If a client requests Likha Studios to purchase a domain on their behalf, Likha Studios will own the domain unless the client already has their own domain. In such cases, the client can request to buy the domain from Likha Studios at a certain price, and a fee has to be paid. Clients acknowledge that unless they have their own domain, Likha Studios owns the domain purchased through its services.

XI. Deadline Extensions

Likha Studios reserves the right to extend the project deadline without any additional compensation. This may occur due to unexpected technical issues, unforeseen delays, or other circumstances beyond Likha Studios' control. Likha Studios will make every effort to communicate any delays to clients in a timely and professional manner and will work with clients to ensure that any new deadlines are realistic and achievable.

These General Terms of Service govern the relationship between Likha Studios and its clients. By using our services, you acknowledge that you have read, understood, and agreed to these terms. If you have any questions or concerns, please contact us at concern@getlikha.com

Please note that additional terms of service may apply to specific services, and we will communicate them to you as needed.