



Website Terms of Service

These Terms of Service ("**Terms**") govern your access to and use of our website, <https://www.mindygem.com/> ("**Website**"). By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, please do not access or use the Website.



Modifications

We reserve the right to modify these Terms at any time, and we will notify you of any changes by posting the updated Terms on our Website. Your continued use of the Website after such modifications constitutes your acceptance of the modified Terms.



Intellectual Property

The Website and its original content, features, and functionality are owned by MindyGem and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.



Prohibited Uses

You agree not to use the Website:

1. For any unlawful purpose;
2. To solicit others to perform or participate in any unlawful acts;
3. To violate any international, national, or local regulations, rules, laws, or ordinances;
4. To infringe upon or violate our intellectual property rights or the intellectual property rights of others;
5. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. To submit false or misleading information;
7. To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website;
8. To spam, phish, pharm, pretext, spider, crawl, or scrape;
9. For any obscene or immoral purpose; or
10. To interfere with or circumvent the security features of the Website or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Website or any related website for violating any of the prohibited uses.

Limitation of Liability

In no event shall MindyGem, nor its directors, employees, partners, agents, 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, resulting from:

1. Your access to or use of or inability to access or use the Website;
2. Any conduct or content of any third party on the Website;
3. Any content obtained from the Website; and
4. Unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed its essential purpose.

Disclaimer

The Website is provided on an "AS IS" and "AS AVAILABLE" basis. The Website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

MindyGem, its subsidiaries, affiliates, and licensors do not warrant that:

1. The Website will function uninterrupted, secure, or available at any particular time or location;
2. Any errors or defects will be corrected;
3. The Website is free of viruses or other harmful components; or
4. The results of using the Website will meet your requirements.

Governing Law


These Terms shall be governed and construed in accordance with the laws of Ukraine without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Website and supersede and replace any prior agreements we might have had between us regarding the Website.

Contact Us

If you have any questions or concerns about these Terms, please contact us at:

 Email: info@mindygem.com

 Address: Ukraine, Odesa, str.Krasnova, 14, 65007

Effective Date

These Terms of Service are effective as of 25/09/2024 and will remain in effect until updated, amended, or replaced by a new version.