

# Terms and Conditions

**The agreement:** The use of this website and services of this website provided by Sethiel (hereinafter referred to as the “Company”) are subject to the following Terms and Conditions (hereinafter the Agreement”), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement, shall govern the use of all pages and content on this website (hereinafter collectively referred to as “Website) and any services provided by or on this Website (“Services”). Please read these Terms and Conditions carefully and keep a current copy of Them for your records and/or reference. Please review our Privacy Policy, which also governs the Site and informs You of our data collection practices.

“Sethiel.com” is a promotional Website for the artiste SETHIEL, affiliates, and associates

## 1. DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: the Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. Sethiel, Company, Us, We, Our, Ours, and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with the second-person pronouns such as You, Your, Yours, User, or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

## 2. PRIVACY

Your use of this website is subject to our Privacy and Policy. Please review our Privacy Policy, which also governs the Website and informs Users of our data collection practices.

### **3. ASSENT AND ACCEPTANCE**

By using this Website, You affirm to have read and reviewed and agree to be bound by this Agreement. Leave this Website immediately if You do not agree to be bound by this Agreement. The Company only agrees to provide use of this Website and Services to You if You consent or affirm to this Agreement.

### **4. ELECTRONIC COMMUNICATIONS**

Visiting or sending emails to our Website constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and all other communications provided to You electronically, via email or on the Website, satisfy any legal requirement that such communications be in writing.

### **5. YOUR ACCOUNT**

You are responsible for maintaining the confidentiality of Your account and password. You are also responsible for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account, thus, Username and Password. You may not assign or transfer Your account to any other person or entity. You acknowledge that Our Website is not responsible for third party access to Your account that results from theft or misappropriation of your account. We reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **6. AGE RESTRICTION**

You must be at least 18 (eighteen) years old to use this Website or any Services. By using this Website, You represent and warrant that You are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of Your age.

## **7. LICENSE TO USE WEBSITE**

The company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services (“Company Materials”). Subject to the Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement. We reserve the right to terminate your access to the Website and the related services or any portion thereof at any time, without notice.

## **8. LINKS TO THIRD PARTY SERVICES/SITES**

Our Website may contain links to other websites (“Linked Sites”) which may not be under our control. As such, we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We provide these links as convenience and NOT as an endorsement.

## **9. INTELLECTUAL PROPERTY**

The User is granted a nonexclusive, non-transferable, revocable license to access and use our Website strictly in accordance with our Agreement and other implied terms and conditions of use. As a condition of Your usage of our Website, you warrant to Us that you will not use the Website for any unlawful purpose or prohibited by these terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of the Website. You may not attempt to obtain any materials or information or materials through any means not intentionally made available or provided to you through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any content used on this Website, belongs to Sethiel or its associates and is protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary

notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, and/or participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. Using the Website does not authorize you to delete or modify any propriety rights or any attribution notices in any content. We do not grant You any licenses, expressed or implied, unless conclusively authorized by these Terms or Agreement.

## **10.INTERNATIONAL USERS**

The Service is controlled, operated, and administered by our Website within the USA. Users outside the USA are responsible for compliance with all local laws. By using our Website, You agree not to use our Services for any activities that are not in compliance with any applicable laws, restrictions, and regulations.

## **11. INDEMNIFICATION**

We do not claim ownership of materials including uploads, postings, feedback, and suggestions (collectively referred to as “Submissions”) you provide to our Website. However, your Submissions grant the Website the permission and authority to use your submissions in connection with the operation of our business including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your submission.

## **12.INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Website, its officers, and affiliates for any loses, costs, expenses, and liabilities relating to or arising out of Your use of or inability to use the Website.

### **13.CHANGES TO TERMS AND CONDITIONS**

The company reserves the right, in its sole discretion, to change, modify, and/or update the Agreement under which the Website is offered. The most current version of the Agreement will supersede all previous versions. We encourage You to periodically review the Terms and Conditions to stay informed of updates.

### **14.CONTACT US**

The company welcomes your questions and comments regarding the Terms and Conditions:

Sethiel

220 Cross Keys Road, Berlin NJ 08009

Email: [sethsethiel@gmail.com](mailto:sethsethiel@gmail.com)

Email: [manager@sethiel.com](mailto:manager@sethiel.com)

Effective as of **01 Dec 2024**