



Miasam Terms, Conditions, Copyright and Privacy Policy.

Terms of Service

OVERVIEW:

Miasam operates this website. Throughout the site, the terms "we", "us", and "our" refer to Miasam. Miasam offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including any additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to abide by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, you may not access the website or use any services. If these Terms of Service are deemed an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store will also be subject to the Terms of Service. You can review the most recent version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates or changes on our website. It is your responsibility to check this page periodically for any changes. Your continued use of or access to the website after posting any changes constitutes acceptance of those changes.

ONLINE STORE TERMS:

By agreeing to these Terms of Service, you must not use our products for any illegal or unauthorised purpose, nor may you violate any laws in your jurisdiction (including, but not limited to, copyright laws) while using the Service. You must not transmit any worms, viruses, or any code of a destructive nature. A breach or violation of any of the Terms will result in the immediate termination of your Services.

GENERAL CONDITIONS:

We reserve the right to refuse service to anyone for any reason. You understand that your content (excluding credit card information) may be transferred unencrypted and may involve (a) transmissions over various networks and (b) modifications to conform to and adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any Service portion, use of the Service, access to the Service, or any contact on the website through which the service is provided without our express written permission.

The headings used in this agreement are for convenience only and do not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION:

We are not responsible if the information made available on this site is inaccurate, incomplete, or outdated. The material on this site is provided for general information only. It should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, complete, or timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information is, by its nature, not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information found on our site. You agree to take responsibility for monitoring changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES:

Prices for our products may change without prior notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) at any time without notice.

We shall not be liable to you or any third party for any modifications, price changes, suspensions, or discontinuance of the Service.

PRODUCTS OR SERVICES (if applicable):

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display the colours and images of our products so that they appear at the store as accurately as possible. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right but are not obligated to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION:

We reserve the right to refuse any order placed with us. We may limit or cancel the quantities purchased per person, household, or order at our sole discretion. These restrictions may include orders placed by or under the same customer account or credit card and/or orders using the same billing and/or shipping address.

If we change or cancel an order, we may attempt to notify you by contacting the email and/or billing address or phone number provided when the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all transactions made at our store. You also agree to promptly update your account and other information, including your email address, credit card numbers, and expiration dates, so we can complete your transactions and contact you as necessary.

For further details, please review our Returns Policy.

OPTIONAL TOOLS:

We may provide you access to third-party tools we neither monitor nor exercise control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions and any endorsement. We shall have no liability arising from or relating to your use of optional third-party tools.

Any optional tools offered through the site are entirely at your own risk and discretion. You should ensure that you are familiar with and approve of the terms set by the relevant third-party provider(s). In the future, we may also offer new services and/or features through the website (including releasing new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS:

Certain content, products, and services available through our Service may include third-party materials. Third-party links on this site may direct you to websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of these sites, and we do not guarantee or accept any liability or responsibility for any third-party materials or websites or any other materials, products, or services from third parties.

We are not liable for any harm or damages related to purchasing or using goods, services, resources, content, or other transactions connected with third-party websites. Please review the third party's policies and practices carefully and ensure you understand them before engaging in any transaction. If you have complaints, claims, concerns, or questions regarding third-party products, you should direct them to the third party.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS:

If, at our request, you submit certain specific contributions (for example, contest entries) or, without any request from us, you send creative ideas, suggestions, proposals, plans, or other materials—whether online, by email, by postal mail, or otherwise (collectively referred to as 'comments')—you agree that we may, at any time and without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us. We are, and shall be, under no obligation (1) to maintain any comments in confidence, (2) to provide compensation for any comments, or (3) to respond to any comments.

We may, but are under no obligation to, monitor, edit, or remove content that we determine, at our sole discretion, to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene, or otherwise objectionable, or that violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any third party's rights, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You further agree that your comments will not contain libellous, unlawful, abusive, or obscene material, nor include any computer virus or other malware that could affect the operation of the Service or any related website.

You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties regarding the origin of any comments. You are solely responsible for any comments you make and their accuracy. We accept no responsibility and assume no liability for any comments you or any third party posted.

PERSONAL INFORMATION:

Our Privacy Policy governs your submission of personal information through the store.

ERRORS, INACCURACIES AND OMISSIONS:

Occasionally, information on our site or the Service may contain typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice, including after you have submitted your order.

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including, without limitation, pricing information, except as required by law.

No specific update or refresh date indicated in the Service or on any associated website should be interpreted to mean that all information within the Service or related website has been altered or updated.

PROHIBITED USES:

In addition to other prohibitions as outlined in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state

regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) 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 Service or any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results obtained from using the service will be accurate or reliable.

You agree that from time to time; we may remove the service for indefinite periods or cancel the service at any time without notice.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Miasam, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of the possibility.

PURPOSE AND EFFECT/PROVENANCE

The terms constitute the entire agreement and understanding ("the agreement") concerning the sale and purchase of the Work (or works) of art/book identified on the invoice ("the Work") for the Price stated on the invoice (being the agreed Price for the sale of the Work to you) ("Price"). We confirm that, to the best of our knowledge, we either own the Work or are authorised to sell it on behalf of the owner. All sales of Works by us are subject to these terms. Without limiting how these terms apply, acceptance of these terms shall be demonstrated:

(1) by your signature on an email or invoice; (2) by complete or partial payment of the Price; (3) by any other words or conduct demonstrating your or your agent's acceptance (for example, by you or your agent accepting our offer to sell the Work to you, which offer will always be subject to these terms); or (4) by your signature or that of your agent on the delivery note.

You shall, on demand, indemnify and keep us indemnified in full against all loss, costs (including legal fees and court costs), and expenses incurred by us as a result of the agreement being breached in any way, in whole or in part, by you. We may, but are not obliged to, mitigate our losses, liabilities, costs, and expenses.

INDEMNIFICATION:

You agree to indemnify, defend, and hold harmless Miasam and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claims or demands, including reasonable solicitor's fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any laws or the rights of a third party.

SEVERABILITY:

If any provision of these Terms of Service is found to be unlawful, void, or unenforceable, that provision will still be enforceable to the fullest extent permitted by applicable law. The unenforceable part shall be considered severed from these Terms of Service, and this determination shall not impact the validity and enforceability of any other remaining provisions.

TERMINATION:

The obligations and liabilities of the parties incurred before the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services or when you stop using our site.

If, in our sole judgment, you fail or we suspect that you have been unable to comply with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; accordingly, we may also deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT:

Our failure to exercise or enforce any right or provision of these Terms of Service shall not be deemed a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or regarding The Service constitute the entire agreement and understanding between you and us. They govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in interpreting these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW:

These Terms of Service and any separate agreements through which we provide you Services shall be governed by and interpreted under the laws of the United Kingdom.

CHANGES TO TERMS OF SERVICE:

You can review the most current version of the Terms of Service at any time on this page. At our sole discretion, we reserve the right to update, change, or replace any part of these Terms of Service by posting updates and changes on our website. It is your responsibility to check our website for changes periodically. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

COMPLAINTS POLICY:

Miasam takes complaints very seriously.

All complaints will be addressed within 48 hours of receipt. Please include the order number or, where applicable, the main reason for the complaint.

miasam@miasam.com

DELIVERY & RETURNS:

Shipping/Posting:

All items are securely packaged, and standard shipping costs are determined by size, weight, and destination.

If you are unsure about the shipping and packing costs, please email us before purchasing.

We aim to dispatch your items within 48 hours of placing your order.

We primarily use UPS and FedEx to ship within the UK and internationally.

Items are declared at a standard value of £10.00 for ALL shipped items unless you request specific insurance for your item(s); this will incur additional costs and will not cover any import duties incurred by Miasam.

The purchaser is responsible for all insurance and import duties as outlined above.

We require your full name, telephone number, email address, and shipping address. Please DO NOT use post boxes for delivery.

If you are returning items, we kindly ask that you cover the shipping costs.

Our shipping costs are non-refundable, so if a refund is issued, we will deduct the shipping cost from that amount.

Shipping times may vary depending on location, but we will update you.

Returns Policy:

Items must be returned within 14 days of purchase with a receipt.

According to United Kingdom distance buying regulations, failure to return an item within 14 days voids any refund.

Items must be unused and in their original packaging.

Return shipping is the responsibility of the purchaser. Miasam will cover NO import charges; any failure to make any import or export charges lies with the returnee.

COPYRIGHT NOTICE

Statement/Declaration of Rights:

Subject to the provisions of this notice, this website and all its content, images, logos, illustrations and information, or material is the copyright of the Author known as "Miasam", and using the website to publicise the forthcoming book, *The Paper Chase*, by Miasam www.miasam.com, together with its licensors.

Accordingly, your use of our website or its services does not constitute any license to use the Copyright is on our website or any other form.

Except to the extent permitted by the applicable copyright law or www.miasam.com, any form of use, reproduction, or redistribution of part or all of the content, information, or material on this website is prohibited in any form.

You may not, except otherwise with prior permission and express written consent by www.miasam.com, copy, download, print, extract, exploit, adapt, edit, modify, republish, reproduce, rebroadcast, duplicate, distribute, or publicly display any of the content, information, or material on this website for non-personal or commercial purposes, except for any other use as permitted by the applicable copyright law.

You may also not transmit, host, or store any such content, information, or material in any form or through any means, including but not limited to photocopying, recording, or in any print, electronic or digital form or on any other website.

For permissions, licensing, or copyright issues, please get in touch with us at miasam@miasam.com.

PRIVACY POLICY:

Privacy Notice & Disclaimer

About Miasam

SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION?

When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us, such as your name, address, and email address. When you browse our store, we also automatically receive your computer's internet protocol (IP) address to provide us with information that helps us learn about your browser and operating system. Email marketing (if applicable): With your permission, we may send you emails about our store, new products, and other updates.

SECTION 2 - CONSENT:

How do you get my consent?

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange a delivery, or return a purchase, we imply that you consent to our collecting and using it for that specific reason only.

Let's ask for your personal information for a secondary reason, like marketing. We will ask you directly for your consent or allow you to say no.

How do I withdraw my consent?

If, after you opt-in, you change your mind, you may withdraw your consent for us to contact you for the continued collection, use or disclosure of your information at any time by contacting us at miasam@miasam.com

SECTION 3 – DISCLOSURE:

We may disclose your personal information if required by law to do so or if you violate our Terms of Service.

SECTION 4 - Payment through the store:

Our store takes payments through Stripe: They provide us with online e-commerce platform that allows us to sell our products and services to you.

Your data will be stored through Stripe's data storage, databases, and the general payment application. They store your data on a secure server behind a firewall.

Payment:

If you choose a direct payment gateway to complete your purchase, Stripe stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure that our store and its service providers handle credit card information securely.

SECTION 5 - THIRD-PARTY SERVICES:

In general, the third-party providers we use will only collect, use, and disclose your information to the extent necessary to allow them to perform the services they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have privacy policies concerning the information we must provide for your purchase-related transactions.

We recommend reading these providers' privacy policies to understand how they handle your personal information.

Remember that certain providers may be in or have facilities in a different jurisdiction than you or us. So, suppose you elect to proceed with a transaction that involves the services of a third-party service provider. In that case, your information may become subject to the laws of the jurisdiction(s) where that service provider or its facilities are located.

For example, if you are in Canada and your transaction is processed by a payment gateway in the United States, your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our Website's Terms of Service.

Links: When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 6 - SECURITY:

We take reasonable precautions to protect your personal information and follow industry best practices to ensure it is not inappropriately lost, misused, accessed, disclosed, altered, or destroyed. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption.

Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

SECTION 7 – COOKIES:

We use cookies on this site in four main ways:

"Strictly necessary" cookies, which are first-party cookies that must be set to allow us to deliver the website to you and to provide specific services that you request from us. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. The services offered by our website that require cookies to function include: account log-in, shopping basket/online store, billing and comments/blog features.

SECTION 8 - AGE OF CONSENT:

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 9 - CHANGES TO THIS PRIVACY POLICY:

Miasam reserve the right to modify this privacy policy at any time, so please review it Frequently. Changes and clarifications will take effect immediately upon their posting on the website. Suppose we make material changes to this policy. In that case, we will notify you here that it has been updated so that you know what information we collect, how we use it, and under what circumstances we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

SECTION 10: - Consumers' rights under the GDPR:

- **Right of Access:** to be informed if personal data is processed, what data, and receive access to it, as well as information about processing purposes
- **Right to Rectification:** timely updates or corrections to inaccuracies in personal data collected and notification from the processor when complete
- **Right to Erasure:** aka "right to be forgotten", timely deletion of personal data that has been collected (with exceptions), and notification from the processor when complete
- **Right to Restriction of Processing:** the processor must stop processing personal data temporarily or permanently
- **Right to Data Portability:** copy of personal data must be provided in a portable and readily useable format
- **Right to Object:** processing of personal data (including sharing, sale, or profiling)
- **Right to Know about Automated Decision-making:** request information about automated decision-making and likely outcomes of using it, including profiling
- **Right to Opt-Out of Automated Decision-making:** refuse the use of automated decision-making technology concerning personal data, including profiling
- **Right to Non-discrimination:** for exercising privacy rights

QUESTIONS AND CONTACT INFORMATION.

Miasam is DPA and GDPR aware, compliant, and registered with the Information Commissioners Office: ZB612093.

If you would like to access, correct, amend, or delete any personal information we have about you, register a complaint, or simply want more information, contact our Privacy Compliance Officer at miasam@miasam.com

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