Terms of Use

Privacy Policy | Terms of Use | Copyright

Thank you for your interest in using the Studio Moraine service (the "Service") operated by Studio Moraine LLC ("Studio Moraine").

These Terms of Service (the "Terms") govern your use of the Service, your use of any software that Studio Moraine makes available to users of the Service (the "Software"), and your use of the Studio Moraine Websites located at http://www.StudioMoraine.com (the "Sites"). The Service, the Software, and the Sites are collectively referred to as the Studio Moraine Service(s) ("Studio Moraine Solution(s)"). You are stating that you have read, understand, and agree to be bound by these Terms when you are using the Studio Moraine Solution(s). YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms") AND THE TERMS AND CONDITIONS OF STUDIO MORAINE'S PRIVACY POLICY, WHICH ARE PUBLISHED AT http://www.StudioMoraine.com/privacy, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. You are not permitted to use the Studio Moraine Solution(s) if you do not agree to these Terms.

1. Your Responsibilities

You are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Studio Moraine Solution(s) and for paying any and all costs incurred related thereto. As a member of the Studio Moraine Solution(s), you agree not to use the Studio Moraine Solution(s) to:

(A) Violate any local, municipal, provincial or state, national, or international law or regulation;

(B) Purposely transmit computer code, files, or programs that are designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

(C) Transmit unsolicited or unauthorized information that can be considered to be advertising, junk mail, chain letters, promotional materials, pyramid schemes or spam;

(D) Make available any material that can be considered abusive, defamatory, harassing, hateful, invasive of another's privacy, libellous, obscene, objectionable, tortuous or vulgar;

(E) Misrepresent your association with a person or entity or impersonate any person or entity; or

(F) Disrupt or interfere with the Studio Moraine Solution(s), its servers or any other computing or networking device that is connected to the Studio Moraine Solution(s), or disobey any requirements, procedures, policies, or regulations of networks connected to the Studio Moraine Solution(s).

2. Copyright Infringement

Studio Moraine respects the intellectual property rights of others. As such Studio Moraine reserves the right to terminate, under appropriate circumstances, your account should you be in violation of copyright law.

If you are a rights holder and believe your rights are being infringed by a user of the Studio Moraine Solution(s), please file a Notice of Claimed Infringement. To do so, please follow the instructions found at http://www.StudioMoraine.com/copyright.

3. Software

(A) License

Subject to these Terms, Studio Moraine grants you a non-exclusive, non-transferable, non-assignable license (without right to sublicense) to install and use the Software on your personal computer system in machine-executable object code form only. Any other copies of the software must include all copyright and trademark notices and must be solely for your own personal backup purposes.

(B) Restrictions

Prior written consent of Studio Moraine is required in order for you to copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software.

You may not;

i) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, nor

ii) assign, rent, lease, or lend the Software to any person or entity.

(C) Feedback

As used in these Terms, "Feedback" means any comments, criticisms, reports, or other feedback, whether in oral or written form, you provide to Studio Moraine regarding the function, features, and other characteristics of the Software including, without limitation, any errors, problems, or defects in, or suggestions for changes or improvements to, the Software. Studio Moraine reserves the right to use any Feedback in any manner it deems appropriate in its sole discretion.

(D) Ownership

Studio Moraine retains all right, title, and interest in and to the Software (including any changes, modifications, or corrections thereto) and any related documentation. You understand and agree that you will gain no right, title, or interest in or to the Software by virtue of your Feedback and that you do not now have, will not have, and will never claim to have, any proprietary rights (including intellectual property rights and trade secret rights) in or to the Service (or any changes, modifications, or corrections thereto). In the event that any such right cannot be so assigned, you hereby agree to waive enforcement worldwide of such rights against Studio Moraine and hereby grant to Studio Moraine an exclusive license, with right to sublicense through multiple tiers of sub licensees, to use, reproduce, distribute, create derivative works of, publicly perform and display, in any medium or format, whether now known or later developed, any and all property that is subject to such rights.

(E) No Adware, No Spyware, & No Virus

As mentioned throughout the Studio Moraine Solution(s), our Software contains No Adware, No Spyware, and No Viruses. We recommend that you only upgrade the Software from downloads via the Studio Moraine Solution(s) only. Your use of the Studio Moraine Solution(s) and Software constitutes your understanding that any Adware, Spyware, or Viruses obtained as a result of using the Studio Moraine

Solution(s) or Software are not the direct result of Studio Moraine and that you are responsible for using appropriate measures such as antivirus, anti-spyware, and anti-adware scanning software on your computer to make sure your computer is protected from any rogue or infected files you receive.

4. Termination

You agree that Studio Moraine may terminate your Studio Moraine Solution(s) membership or suspend your access to all or part of the Studio Moraine Solution(s), without notice, if:

(A) you violate these Terms;

(B) Studio Moraine is unable to verify or authenticate any information that you provide; or

(C) you engage in any conduct that Studio Moraine, in its sole discretion, believes is in violation of any applicable law or regulation or is otherwise harmful to the interests of Studio Moraine, any other Studio Moraine Solution(s) user, or any third party.

5. Modifications to Terms

Studio Moraine may change these Terms from time to time. Studio Moraine will post notice of such changes on the Sites and will notify you of any material changes to these Terms via e-mail sent to the address you have provided to Studio Moraine for your account. If you object to any such changes, your sole recourse shall be to cease using the Studio Moraine Solution(s). Continued use of the Studio Moraine Solution(s) following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

6. Modifications to the Studio Moraine Solution(s)

Studio Moraine reserves the right to modify or discontinue the Studio Moraine Solution(s) with or without notice to you. Studio Moraine shall not be liable to you or any third party should Studio Moraine exercise its right to modify or discontinue the Studio Moraine Solution(s).

Use of the Studio Moraine Solution(s) is on an "as is" and "as available" basis and no guarantees of level of service of any kind, implied or otherwise, shall be assumed.

7. Fees

Studio Moraine reserves the right at any time to charge fees for access to the Studio Moraine Solution(s) as a whole or any content or services, new or existing, of the Studio Moraine Solution(s) as a whole. In no event will you be charged for access to any Studio Moraine Solution(s) content or service, or to the Studio Moraine Solution(s) as a whole, unless we obtain your prior agreement to pay such charges. Your agreement to pay such charges will require that you provide certain information such as credit card number, or other billing account information, as well as other billing details related to the method of payment. Once payment details have been submitted to Studio Moraine, Studio Moraine shall proceed with processing the payment, in advance or arrears as is the then current billing procedure for Studio Moraine and shall continue to process payments as your account comes due for renewal from time to time.

If you do not consent to such charges, however, you may not have access to paid content or services.

8. Password & Security

You are responsible for maintaining the confidentiality of your Studio Moraine Solution(s) password, and you are solely responsible for all activities that occur through the use of your password. Studio Moraine recommends that you memorize this information, and not write it down. You agree to immediately notify Studio Moraine of any unauthorized use of your password or any other breach of security related to the Studio Moraine Solution(s) as soon as any unauthorized use becomes known to you. Studio Moraine reserves the right to require you to alter your password if Studio Moraine believes that your password is no longer secure. Studio Moraine will not be liable for any loss or damage arising from your failure to adequately safeguard your password.

9. Monitoring of Content

Studio Moraine does not monitor, control, or have knowledge of any content transmitted using the Studio Moraine Solution(s). You agree that you are solely responsible for all content you transmit and receive using the Studio Moraine Solution(s).

10. Links

Studio Moraine's provision of a link to any other Websites or Internet resource is for your convenience only and does not signify Studio Moraine's endorsement of such other Websites or resource or its contents. Studio Moraine shall have no responsibility or liability for any information, software, or materials found at any other Websites or Internet resource.

11. No Resale of Studio Moraine Solution(s)

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Studio Moraine Solution(s), use of the Studio Moraine Solution(s), or access to the Studio Moraine Solution(s). The Studio Moraine Solution(s) is provided for your personal, non-commercial use only.

12. Privacy Policy

When you register to become a member of the Studio Moraine Solution(s), Studio Moraine collects certain personal information about you. You agree that Studio Moraine may use any information Studio Moraine obtains about you in accordance with the provisions of Studio Moraine's Privacy Policy.

You also agree to:

(A) provide true, accurate, current, and complete information as prompted by the registration form; and

(B) maintain and update such information to keep it true, accurate, current, and complete at all times or as requested by Studio Moraine from time to time.

13. Disclaimer of Warranties

You expressly agree that use of the Studio Moraine Solution(s) is at your sole risk. The Studio Moraine Solution(s) is provided on an "as is" and "as available" basis. Studio Moraine expressly disclaims all warranties of any kind, whether express or implied, with respect to the Studio Moraine Solution(s) (including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement). Studio Moraine makes no warranty that the Studio Moraine Solution(s) will meet your requirements, or that the Studio Moraine Solution(s) will be uninterrupted, timely, secure, or error free. Studio Moraine makes no warranty as to the results that may be obtained from the use of the Studio Moraine Solution(s), or as to the accuracy or reliability of any information obtained through the

Studio Moraine Solution(s), or that defects in the Studio Moraine Solution(s) will be corrected. You understand and agree that any material and/or information downloaded or otherwise obtained through the use of the Studio Moraine Solution(s) is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom. No advice or information, whether oral or written, obtained by you from Studio Moraine or through the Studio Moraine Solution(s) shall create any warranty not expressly made herein.

YOU AGREE THAT YOUR USE OF THE STUDIO MORAINE SERVICE IS ENTIRELY AT YOUR OWN RISK.

14. Limitation of Liability

You understand that to the extent permitted under applicable law, in no event will Studio Moraine or its officers, employees, directors, shareholders, parents, subsidiaries, affiliates, agents, or licensors be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account(s)) use of the Studio Moraine Solution(s).

15. Exclusions & Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that Studio Moraine may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Studio Moraine's liability shall be the minimum permitted under such applicable law.

16. Indemnification

By using the Service, you agree to indemnify, defend, and hold harmless Studio Moraine, its parents, subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from:

1) Any information you (or anyone using your account) submits, posts, or transmits through the Studio Moraine Solution(s);

2) Your (or anyone using your account(s)) use of the Studio Moraine Solution(s);

3) Your (or anyone using your account(s)) violation of these Terms;

4) Your (or anyone using your account(s)) violation of any rights of any other person or entity; or

5) Any viruses, trojan horses, worms, time bombs, or other similar harmful or deleterious programming routines input by you (or anyone using your account(s)) into the Studio Moraine Solution(s).

17. Trademarks

Studio Moraine, Studio Moraine.com, and their respective designs, as well as certain other names, logos, and materials displayed in the Studio Moraine Solution(s) constitute trademarks, trade names, service marks or logos ("Marks") of Studio Moraine or other entities. You are not authorized to use any such

Marks and ownership of all such Marks and the goodwill associated therewith remains with Studio Moraine or those other entities.

18. Copyrights & Restrictions on Use

The content on the Sites (the "Content"), including without limitation, text, photos, and graphics, is copyrighted by Studio Moraine and/or its licensors under Canadian and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by Studio Moraine or its licensors. The Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of Studio Moraine and its applicable licensors, with the sole exception that one copy may be downloaded onto a single computer for your personal, non-commercial use. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content.

19. Miscellaneous

These Terms constitute the entire and exclusive and final statement of the agreement between you and Studio Moraine with respect to the subject matter hereof, and govern your use of the Studio Moraine Solution(s), superseding any prior agreements or negotiations between you and Studio Moraine with respect to the subject matter hereof.

20. Governing Law

Where permitted by law, this Agreement shall be governed and construed in accordance with the laws of the Canada and the Province of Ontario, without giving effect to conflicts of law principles. You agree to submit to the jurisdiction and venues of the Provincial and Federal courts located in Ottawa, Ontario, Canada with respect to any legal proceedings relating to this Agreement and waive any objection to the propriety or convenience of venue in such courts.

Last Updated: September 2026