

TERMS & CONDITIONS

Last Modified: November 7th, 2024

Milko Design Studio ("Company", "we," "us" or "our") provides educational services and products for aspiring web designers looking to take their business to the next level. These Terms of Use govern and apply to all persons who access or use ("User," "you" or "your") our services, consisting of the website www.milkodesign.com (the "Website"), including any software, features, content, functionality, or other services offered thereon, whether as a guest, registered user, or buyer (collectively the "Services").

Please read our Terms of Use and Privacy Policy before using any of our Services.

By accessing, installing, or otherwise using any of the Services, you acknowledge that you have read the following terms and conditions, understand them, and agree to be bound and abide by them, together with any documents they expressly incorporate by reference (collectively, the "Terms"). If you do not agree to all of these Terms, you must not access or use the Services.

You must be at least 18 years of age or older, to use the Services. By purchasing any products offered by us or using the Services, you represent and warrant that you are 18 years of age or older and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

Changes to These Terms

We may revise and update these Terms from time to time in our sole discretion. We shall notify you when such changes are made, and all changes are effective immediately when we post them. Any changes to the Dispute Resolution provisions will not apply to any disputes for which the parties have actual notice prior to the date the change is posted. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check the Terms page from time to time so you are aware of any changes, as they are binding on you.

Changes to the Services and Offerings

We reserve the right to withdraw or amend the Services, and any service or material we provide through the Services, in our sole discretion without notice. We may discontinue some or all of the Services, features or functionality for certain platforms at any time. We will not be liable if, for any reason, all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or all of the Services, to users, including registered users. We may update content on the Services from time to time, but any of the content on the Services may be out of date at any given time, and we are under no obligation to update such content. Milko Design Studio, ("Company", "we," "us" or "our") provides educational services and products for aspiring web designers looking to take their business to the next level.. These Terms of Use govern and apply to all persons who access or use ("User," "you" or "your") our services, consisting of the website www.milkodesign.com (the "Website"), including any software, features, content, functionality, or other services offered thereon, whether as a guest, registered user, or buyer (collectively the "Services").

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You must be at least 18 years of age or older, to use the Services. By purchasing any products offered by us or using the Services, you represent and warrant that you are 18 years of age or older and can enter into legally binding agreements under applicable law. If you do not meet these requirements, you must not access or use the Services. If you allow any minors under the age of 18 to access or use the Services, you shall be solely responsible for their uses of the Services, and you shall indemnify us against any losses, claims or damages that may result.

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Legal and Financial Disclaimer

You understand and agree that this website and our products, programs, and services are intended to provide information and education. The information provided is not business, financial, or legal advice.

You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular business and financial situation so that you can take the right steps for you and your business.

Earnings Disclaimer

You understand and agree that this website and our products, programs, and services are intended to provide general information and education to assist you in attaining your goals.

You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. We make no guarantees of any kind as to your earnings and income from the use of our Services.

No Warranty or Liability

The information provided on www.milkodesign.com is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete.

You agree that we are not responsible for the accuracy of our website or for any errors or omissions in its content or in our products and/or services purchased therefrom or via materials requested through email.

THE INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

YOU AGREE THAT MILKO DESIGN STUDIO, MILKO DESIGN.COM AND MILKO DESIGN ARE NOT LIABLE TO YOU OR OTHERS IN ANY WAY FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF OUR WEBSITE OR ITS CONTENT, OR PRODUCTS AND/OR SERVICES PURCHASED THEREFROM, OR VIA MATERIALS REQUESTED THROUGH EMAIL, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR SPECIAL DAMAGES.

YOU AGREE THAT MILKO DESIGN STUDIO, MILKO DESIGN.COM AND MILKO DESIGN ARE NOT LIABLE FOR ANY LOSS INCURRED BY YOU OR YOUR BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CLIENTS, LOSS OF GOODWILL, LOSS OF INCOME OR REVENUE, LOSS OF ANTICIPATED INCOME, LOSS OF SALES, LOSS OF DATA, COMPUTER FAILURE, COMPUTER VIRUS OBTAINED BY USE OF OUR WEBSITE OR ITS CONTENT, OR PRODUCTS AND/OR SERVICES PURCHASED THEREFROM, OR VIA MATERIALS REQUESTED THROUGH EMAIL, OR ANY OTHER SIMILAR ISSUE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND.

MILKO DESIGN STUDIO, MILKODESIGN.COM AND MILKO DESIGN CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 (USD).

We expressly exclude any liability to the fullest extent of the law.

By using our website and its content or purchasing a service and/or product from our website or requesting materials via email, you agree to this limitation of liability and release MILKO DESIGN STUDIO, MILKODESIGN.COM, AND MILKO DESIGN from any and all claims.

Non-Compete Clause

When signing up for this program, you agree that you are not able to teach, recreate, or sell any of the information, resources, intellectual property, or frameworks in which we have taught you in our programs. This includes all of the products at Milko Design Studio and the contents that are contained inside of them. You agree that you will not launch a competing product for a period of five (5) years from the date in which you’ve agreed to these terms. While we understand that you are entitled to share your story, and we hope that you do, it is a breach of this agreement to do so after going through our programs and launching a competing program with us, in hopes of offering business growth services, and or education to Web Designers for five (5) years.

Indemnification

You agree at all times to defend, hold harmless, and indemnify MILKO DESIGN STUDIO, MILKODESIGN.COM AND MILKO DESIGN and any affiliates, agents, or other party associated with MILKO DESIGN, MILKODESIGN.COM AND MILKO DESIGN STUDIO from any cause of action, lawsuits, judgments, including attorney’s fees and costs, arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, as well as any third-party claims of any kind arising from your actions in relation to our website.

Should we be required to defend ourselves in any action directly or indirectly involving you, you

agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

Intellectual Property Protection and Personal Use

The Services and its entire contents, materials, features, and functionality contained on our Website, including, but not limited to, information, website copy, products (including e-courses, libraries, e-books, and pdf document downloads), programs, videos, photos, images, graphics, domains, designs, and other files, are the proprietary property of MILKO DESIGN, MILKODESIGN.COM AND MILKO DESIGN STUDIO and are protected by Australia intellectual property rights (the "Intellectual Property"). You may not use any such Intellectual Property without our express authorization and in accordance with these Terms.

Milko Design Studio grants you a single non-exclusive, non-transferable, non-sublicensable, license to download, view, copy, and/or print any products you purchase from MILKONDESIGN STUDIO or materials requested via email solely for your personal, non-commercial use [with respect to your business] for all e-Learning products other than the Squarespace/Showit Site Canvas Library, unless specific terms associated with those products and services are granted by the Company separately. You may not share the contents of any product or the product itself with any third-party organizations or others.

Upon the termination of this license, you shall delete and/or destroy all downloaded and/or printed copies of the materials from Beccaluna.com obtained therefrom.

You agree that you will not use the contents, materials, ideas, designs, or any form of intellectual property in any products and/or e-courses you purchase from MILKO DESIGN STUDIO to create a competing product. This is included but not limited to any and all resources for Web Designers, and or skills or resources to help web designers scale their business using what we teach, advise, or share. This is included but is not limited to any of our e-learning products, templates, business resources, or our Squarespace/Showit Site Canvas Library.

You agree that all intellectual property, including but not limited to the strategy in which we teach, templates in which we provide, or teaching methods in which we teach are all owned by Milko Design Studio and its subsidiaries. You are agreeing that you will not share access to our programs, or create conflicting or competing products or service offerings to your audience, for five (5) years. All intellectual property will be protected by the Intellectual Property Act and if this agreement is breached, Milko Design does reserve the right to litigation in which Milko Design is not liable for financial costs incurred in Victoria, Australia.

Refer to the Terms of Use for the Showit Site Canvas Library for any questions referring to our Commercial Licensed products or reach out via email to info@milkodeign.com for any further questions or licensing requests.

Use of the materials from MILKO DESIGN STUDIO, including, but not limited to, any product you purchase, and/or materials requested via email, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

You agree that you will not use our Website, products (including e-courses), programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

Your License to Us

When you submit any post, comment, image, or other content that you upload, publish, or display on or through our website ("User Content"), you grant to us a perpetual, non-exclusive,

irrevocable, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes. This applies for content on our website, our blog, as well as any content posted using the #milkodesignstudio hashtag on social media.

You retain the right to remove your User Content at any time, for questions or if you wish for us to remove content featuring you, please email info@milkodesign.com.

If you remove your User Content, we shall retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

User Limitations

You agree that you will not post, transmit, upload, or otherwise make available any User Content that is harmful, threatening, defamatory, unlawful, abusive, harassing, obscene, vulgar, hateful, or otherwise objectionable. You further agree not to infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

You agree to use this website and our products, programs, and services for lawful purposes only.

Testimonials

Our website may feature testimonials. They are examples from past clients. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our website, products, and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, on our website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Affiliate Disclosure

MILKO DESIGN STUDIO is an affiliate of multiple third-party organizations and will provide a link from time to time to their products. You won't pay a penny more, but milkodesign.com will receive a small commission that helps sustain our small business efforts.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Third-Party Links

From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by the Company. If you use those links, you leave our website.

You agree that MILKO DESIGN STUDIO are not responsible for the content, availability, or

accuracy of other websites that may be linked to our website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that milkodesign.com are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from our Website's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Payments

You have the right to pay for any of our products or services in full, including all e-learning courses, website templates, or online business resources. If you choose to pay using a payment plan provided by the Company using Kartra and Stripe as a third-party payment option, you agree to pay each payment on time and in the full amount.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Payment Plans:

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the installment plan details shown at checkout.

No matter what is stated in these terms, you understand that you are agreeing to the price and payment structure in which you agreed upon during the time of purchase.

Regarding recurring payments and outstanding invoices: If all payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new payment method promptly or your Program access will be terminated. If you have a credit card change or expire, please reach out to info@milkodesign.com and we will help you update it!

You are required by law to complete the remaining payments of your payment plan and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding payments, using any eligible payment method we have on record for your account.

You understand that if you choose to pay for our products and or services using a payment plan, you understand that you are fully liable for all payments agreed upon. If a payment is missed, we will re-try the payment method four times before sending the debt to a collections agency of our choosing. We will always contact you via email before doing so. It is understood by both parties that if a third-party debt collections agency is needed to retrieve payments, an additional 30% will be added to the remaining balance owed if inside of Australia, and 35% will be added if outside of Australia to pay for the Debt Collection Services and all applicable legal fees associated with the debt retrieval. Upon your first missed payment, you will be immediately removed from all course portals, and communities. Continuing to use the resources we've provided after this, with failure to pay either us, or our third-party debt collector will be looked at as theft in Australia.

In the case of this happening, you authorize us to share the agreed-upon terms you agreed to at the point of purchase, your IP address, your phone number, your email address, and any and all applicable information for them to retrieve the debt. Once submitted to a third-party collections agency, you understand that it will not be us reaching out to you, and instead a third-party mediator.

Sale Pricing and Failed Payments:

If we choose to do a sale or “flash sale,” you agree that you are responsible for all payments in which you have agreed, even if they are a different and lesser amount than here listed.

Payments are made through Kartra and Stripe, and if a payment fails, it will be tried again four times with the payment method provided. If the payment has still not been processed after the five attempts and is more than 30 days late, all remaining payments will be sent to a collections agency of our choosing to gather all remaining payments with an additional 30% added (35% will be added if outside of the Australia) to the balance to pay for their fees. Our payment processors will try your payment method four times before we reach out via email, and then send it to a collections agency. This is our last resort measure.

MILKO DESIGN STUDIO is not responsible for overdraft fees, late payment fees for your bank, or any other financial setback caused by your inability to pay your payment on time. If you're unable to commit to the entire payment plan, this product and investment is not for you.

If payment is not fulfilled, you will be immediately removed from the course, user portal, Pin to Sales Facebook group and any other product or membership created by the Company.

If this happens, and you pay the payment and want to resume your enrollment, please contact our team at info@milkodeign.com

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

All of the personal information that you provide as part of the purchase process for any product or service on our website may be collected by both us and our third-party payment processing providers. This includes but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Refunds

Due to the nature of the Services provided and the extensive time and effort that goes into the product(s) and/or program(s), we offer no refunds, and there is no refund policy whatsoever for any and all of the products or Services We offer. If you have questions about our refund policy, please email info@milkodeign.com.

We do not tolerate or accept any type of chargeback from your credit card company.

Termination

We reserve the right to terminate your access to our website, and refuse to service to anyone, in full or in part, at any time for any reason.

Dispute Resolution and Jurisdiction

For any dispute between you and the Company, arising from the use of these Terms or the Services (including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and your right to privacy or publicity), you agree to first contact

the Company and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve the dispute informally, the Company may, at its sole discretion, require users located in the United States to submit any disputes to final and binding arbitration in the Melbourne, Australia under the Rules of Arbitration of the Australian Arbitration Association, applying Victorian law. Nothing in this section shall prevent either party from seeking injunctive or equitable relief from the courts for matters related to intellectual property rights or unauthorized access to the Services.

ALL SUCH USERS AGREE TO WAIVE THE RIGHT TO TRIAL, EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT. YOU MAY REVIEW THE AAA RULES AT WWW.ADR.ORG.

No Class Actions

You and the Company agree that all users located in Australia may only bring disputes against the Company on their own behalf, and not on behalf of any other person or entity, or any class of people. You and the Company agree not to participate in any class action, class arbitration, or consolidated disputes.

Limitation On Time To File Claims:

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Severability

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

Modification of Terms and Conditions

We may change, modify, or update these Terms and Conditions at any time and will notify you of any such changes by a prominent notice displayed on our website at least 10 days prior to implementing the change. We recommend that you check the Terms and Conditions when you visit our website to be sure that you are aware of our most current policies.

By continuing to use this website, you agree to be bound by the most updated version of these Terms and Conditions, whether you have read them or have had the opportunity to read them and have chosen not to.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: INFO@MILKODESIGN.COM

These Terms and Conditions are fully effective as of Friday, November 9th, 2024.

Legal and Financial Disclaimer

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You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular business and financial situation so that you can take the right steps for you and your business.

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MILKO DESIGN STUDIO LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$100.00 (AUD).

We expressly exclude any liability to the fullest extent of the law.

By using our website and its content or purchasing a service and/or product from our website or requesting materials via email, you agree to this limitation of liability and release MILKO DESIGN STUDIO from any and all claims.

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Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

Intellectual Property Protection and Personal Use

The Services and its entire contents, materials, features, and functionality contained on our Website, including, but not limited to, information, website copy, products (including e-courses, libraries, e-books, and pdf document downloads), programs, videos, photos, images, graphics, domains, designs, and other files, are the proprietary property of MILKO DESIGN STUDIO and are protected by Australia intellectual property rights (the "Intellectual Property"). You may not use any such Intellectual Property without our express authorization and in accordance with these Terms.

Becca Luna grants you a single non-exclusive, non-transferable, non-sublicensable, license to download, view, copy, and/or print any products you purchase from MILKO DESIGN STUDIO or materials requested via email solely for your personal, non-commercial use [with respect to your business] for all e-Learning products other than the Squarespace/Showit Site Canvas Library, unless specific terms associated with those products and services are granted by the Company separately. You may not share the contents of any product or the product itself with any third-party organizations or others.

Upon the termination of this license, you shall delete and/or destroy all downloaded and/or printed copies of the materials from MilkoDesign.com obtained therefrom.

You agree that you will not use the contents, materials, ideas, designs, or any form of intellectual property in any products and/or e-courses you purchase from MILKO DESIGN STUDIO to create a competing product. This is included but not limited to any and all resources for Web Designers, and or skills or resources to help web designers scale their business using what we teach, advise, or share. This is included but is not limited to any of our e-learning products, templates, business resources, or our Squarespace/Showit Site Canvas Library.

You agree that all intellectual property, including but not limited to the strategy in which we teach, templates in which we provide, or teaching methods in which we teach are all owned by MILKO DESIGN STUDIO and its subsidiaries. You are agreeing that you will not share access to our programs, or create conflicting or competing products or service offerings to your audience, for five (5) years. All intellectual property will be protected by the Intellectual Property Act and if this agreement is breached, MILKO DESIGN STUDIO does reserve the right to litigation in which MILKO DESIGN STUDIO is not liable for financial costs incurred in Melbourne, Australia.

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You agree that you will not use our Website, products (including e-courses), programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

Your License to Us

When you submit any post, comment, image, or other content that you upload, publish, or display on or through our website ("User Content"), you grant to us a perpetual, non-exclusive, irrevocable, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes. This applies for content on our website, our blog, as well as any content posted using the #milkodesignstudio hashtag on social media.

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You agree to use this website and our products, programs, and services for lawful purposes only.

Testimonials

Our website may feature testimonials. They are examples from past clients. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our website, products, and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, on our website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

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Third-Party Links

From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by the Company. If you use those links, you leave our website.

You agree that MILKO DESIGN STUDIO is not responsible for the content, availability, or accuracy of other websites that may be linked to our website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that milkodesign.com are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from our Website's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Payments

You have the right to pay for any of our products or services in full, including all e-learning courses, website templates, or online business resources. If you choose to pay using a payment plan provided by the Company using Kartra and Stripe as a third-party payment option, you agree to pay each payment on time and in the full amount.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Payment Plans:

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the installment plan details shown at checkout.

No matter what is stated in these terms, you understand that you are agreeing to the price and payment structure in which you agreed upon during the time of purchase.

Regarding recurring payments and outstanding invoices: If all payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new payment method promptly or your Program access will be terminated. If you have a credit card change or expire, please reach out to info@milkodesign.com and we will help you update it!

You are required by law to complete the remaining payments of your payment plan and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding payments, using any eligible payment method we have on record for your account. You understand that if you choose to pay for our products and or services using a payment plan, you understand that you are fully liable for all payments agreed upon. If a payment is missed, we will re-try the payment method four times before sending the debt to a collections agency of our choosing. We will always contact you via email before doing so. It is understood by both parties that if a third-party debt collections agency is needed to retrieve payments, an additional 30% will

be added to the remaining balance owed if inside of Australia, and 35% will be added if outside of Australia to pay for the Debt Collection Services and all applicable legal fees associated with the debt retrieval. Upon your first missed payment, you will be immediately removed from all course portals, and communities. Continuing to use the resources we've provided after this, with failure to pay either us, or our third-party debt collector will be looked at as theft in Australia.

If you've purchased the Showit Site Canvas Library, and have missed a payment, or have stopped paying for the product, your license is immediately revoked and you are unable to use our canvases or templates in any way, product, service, or form moving forward.

In the case of this happening, you authorize us to share the agreed-upon terms you agreed to at the point of purchase, your IP address, your phone number, your email address, and any and all applicable information for them to retrieve the debt. Once submitted to a third-party collections agency, you understand that it will not be us reaching out to you, and instead a third-party mediator.

Sale Pricing and Failed Payments:

If we choose to do a sale or "flash sale," you agree that you are responsible for all payments in which you have agreed, even if they are a different and lesser amount than here listed.

Payments are made through Kartra and Stripe, and if a payment fails, it will be tried again four times with the payment method provided. If the payment has still not been processed after the five attempts and is more than 30 days late, all remaining payments will be sent to a collections agency of our choosing to gather all remaining payments with an additional 30% added (35% will be added if outside of AUS) to the balance to pay for their fees. Our payment processors will try your payment method four times before we reach out via email, and then send it to a collections agency. This is our last resort measure.

MILKO DESIGN STUDIO is not responsible for overdraft fees, late payment fees for your bank, or any other financial setback caused by your inability to pay your payment on time. If you're unable to commit to the entire payment plan, this product and investment is not for you.

If payment is not fulfilled, you will be immediately removed from the course, user portal, Pin to Sales Facebook group and any other product or membership created by the Company.

If this happens, and you pay the payment and want to resume your enrollment, please contact our team at info@milkodesign.com

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

All of the personal information that you provide as part of the purchase process for any product or service on our website may be collected by both us and our third-party payment processing providers. This includes but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Refunds

Due to the nature of the Services provided and the extensive time and effort that goes into the product(s) and/or program(s), we offer no refunds, and there is no refund policy whatsoever for any and all of the products or Services We offer. If you have questions about our refund policy, please email info@milkodesign.com.

We do not tolerate or accept any type of chargeback from your credit card company.

Termination

We reserve the right to terminate your access to our website, and refuse to service to anyone, in full or in part, at any time for any reason.

Dispute Resolution and Jurisdiction

For any dispute between you and the Company, arising from the use of these Terms or the Services (including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and your right to privacy or publicity), you agree to first contact the Company and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve the dispute informally, the Company may, at its sole discretion, require users located in Australia to submit any disputes to final and binding arbitration in Australia, under the Rules of Arbitration of Australian Arbitration Association, applying Victorian law. Nothing in this section shall prevent either party from seeking injunctive or equitable relief from the courts for matters related to intellectual property rights or unauthorized access to the Services.

ALL SUCH USERS AGREE TO WAIVE THE RIGHT TO TRIAL, EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT. YOU MAY REVIEW THE AAA RULES AT WWW.ADR.ORG.

No Class Actions

You and the Company agree that all users located in Australia may only bring disputes against the Company on their own behalf, and not on behalf of any other person or entity, or any class of people. You and the Company agree not to participate in any class action, class arbitration, or consolidated disputes.

Limitation On Time To File Claims:

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Severability

If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

Modification of Terms and Conditions

We may change, modify, or update these Terms and Conditions at any time and will notify you of any such changes by a prominent notice displayed on our website at least 10 days prior to implementing the change. We recommend that you check the Terms and Conditions when you visit our website to be sure that you are aware of our most current policies.

By continuing to use this website, you agree to be bound by the most updated version of these Terms and Conditions, whether you have read them or have had the opportunity to read them and have chosen not to.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS, PLEASE CONTACT: INFO@MILKODESIGN.COM

These Terms and Conditions are fully effective as of Thursday, December 7th, 2023.

General Terms of Use