

TERMS & CONDITIONS

Updated on July 25, 2023

General Terms

By accessing and placing an order with **Panorama Management Advisory Services Limited** you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and <https://panoramamas.com>

Under no circumstances shall the Panorama team be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Panoramamas.com team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing or correction of data, you assume any costs thereof.

Panorama will not be responsible for any outcome that may occur during the course of the usage of our resources. We reserve the right to change prices and revise the resource usage policy at any moment.

License

Panorama grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the website strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and Panoramamas.com (referred to in these Terms & Conditions as "Panoramamas.com", "us", "we" or "our"), the provider of the Panoramamas.com website and the services accessible from the Panoramamas.com website (which are collectively referred to in these Terms & Conditions as the "Panoramamas.com Service").

You agree to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Panoramamas.com Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

- **Cookie:** A small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.
- **Company:** When these terms mention Company, we, refer to Panorama Management Advisory Limited, (2727 Palomar Road, Celina, Texas 75009, United States of America), which is responsible for your information under this Terms & Conditions.

- **Country:** where Panoramamas.com or the owners/founders of Panoramamas.com are based, in this case, Texas USA
- **Device:** Any internet-connected device such as a phone, tablet, computer, or any other device that can be used to visit Panoramamas.com and use the services.
- **Service:** Refers to the service provided by Panoramamas.com as described in the relative terms (if available) and on this platform.
- **Third-party service:** A refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** Panoramamas.com site, which can be accessed via this URL: <https://panoramamas.com>
- **You:** a person or entity that is registered with Panoramamas.com to use the Services.

Restrictions

You agree not to, and you will not permit others to:

- License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, or otherwise commercially exploit the website or make the platform available to any third party.
- Modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the website.
- Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Panoramamas.com or its affiliates, partners, suppliers, or the licensors of the website.

Payment

If you register to any of our recurring payment plans, you agree to pay all fees or charges to your account for the Service in accordance with the fees, charges, and billing terms in effect at the time that each fee or charge is due and payable. Unless otherwise indicated in an order form, you must provide Panoramamas.com with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) Payment Provider as a condition to signing up for the Premium plan. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not these Terms to determine your rights and liabilities with respect to your Payment Provider.

By providing Panoramamas.com with your credit card number and associated payment information, you agree that Panoramamas.com is authorized to verify information immediately, and subsequently invoice your account for all fees and charges due and payable to Panoramamas.com hereunder and that no additional notice or consent is required. You agree to immediately notify Panoramamas.com of any change in your billing address or the credit card used for payment hereunder. Panoramamas.com reserves the right at any time to change its prices and billing methods, either immediately upon posting on our Site or by e-mail delivery to your organization's administrator(s).

Any attorney fees, court costs, or other costs incurred in the collection of delinquent undisputed amounts shall be the responsibility of and paid for by you.

No contract will exist between you and Panoramamas.com for the Service until Panoramamas.com accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

You are responsible for any third-party fees that you may incur when using the Service.

Return and Refund Policy

Thanks for shopping at Panoramamas.com. We appreciate the fact that you like to buy the stuff we build. We also want to make sure you have a rewarding experience while you are exploring, evaluating, and purchasing our products.

As with any shopping experience, there are terms and conditions that apply to transactions at Panoramamas.com We will be as brief as our attorneys will allow. The main thing to remember is that by placing an order or making a purchase at Panoramamas.com, you agree to the terms along with Panoramamas.com Privacy Policy.

Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to Panoramamas.com with respect to the website shall remain the sole and exclusive property of Panoramamas.com.

Panoramamas.com shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our website, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

Cookies

Panorama uses cookies only for authentication purposes, other than this, doesn't collect any cookies in any form of data or information. Third-party cookies is taken while Calendly is in use to book your services

Changes To Our Terms & Conditions

You acknowledge and agree that Panoramamas.com may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Panorama's sole discretion, without prior notice to you.

You may stop using the Service at any time. You do not need to specifically inform Panoramamas.com when you stop using the Service. You acknowledge and agree that if Panoramamas.com disables access to your account, you may be prevented from accessing the Service, your account details, or any files or other materials which are contained in your account.

If we decide to change our Terms & Conditions, we will post those changes on this page, and/or update the Terms & Conditions modification date below.

Modifications to Our website

Panoramamas.com reserves the right to modify, suspend or discontinue, temporarily or permanently, the website or any service to which it connects, with or without notice and without liability to you.

Updates to Our website

Panoramamas.com may from time to time provide enhancements or improvements to the features/ functionality of the website, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the website. You agree that Panoramamas.com has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the website to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the website, and (ii) subject to the terms and conditions of this Agreement.

Term and Termination

This Agreement shall remain in effect until terminated by you or Panoramamas.com.

Panoramamas.com may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Panoramamas.com, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the website and all copies thereof from your computer.

Upon termination of this Agreement, you shall cease all use of the website and delete all copies of the website from your computer.

Termination of this Agreement will not limit any of Panorama's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to indemnify and hold Panoramamas.com and its, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the website; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

No Warranties

The website is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Panorama, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the website, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Panorama provides no warranty or undertaking, and makes no representation of any kind that the website will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Panorama nor any Panorama provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the website, or the information, content, and materials or products included thereon; (ii) that the website will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the website; or (iv) that the website, its servers, the

content, or e-mails sent from or on behalf of Panoramamas.com are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire liability of Panoramamas.com and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the website.

To the maximum extent permitted by applicable law, in no event shall Panoramamas.com or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the website, third-party software and/or third-party hardware used with the website, or otherwise in connection with any provision of this Agreement), even if Panoramamas.com or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

This Agreement, together with the Privacy Policy and any other legal notices published by Panorama on the Services, shall constitute the entire agreement between you and Panorama concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Panorama's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AND Panorama AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Waiver

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Agreement shall operate as a waiver of that right or power. Nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise of that or any other right granted herein. In the event of a conflict

between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Amendments to this Agreement

Panorama reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Panorama.

Entire Agreement

The Agreement constitutes the entire agreement between you and Panorama regarding your use of the website and supersedes all prior and contemporaneous written or oral agreements between you and Panorama.

You may be subject to additional terms and conditions that apply when you use or purchase other Panorama services, which Panorama will provide to you at the time of such use or purchase.

Updates to Our Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Intellectual Property

The website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by Panorama, its licensors or other providers of such material and are protected by Texas USA and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. The material may not be copied, modified, reproduced, downloaded, or distributed in any way, in whole or in part, without the express prior written permission of Panoramamas.com, unless and except as is expressly provided in these Terms & Conditions. Any unauthorized use of the material is prohibited.

Agreement to Arbitrate

This section applies to any dispute EXCEPT IT DOESNT INCLUDE A DISPUTE RELATING TO CLAIMS FOR INJUNCTIVE OR EQUITABLE RELIEF REGARDING THE ENFORCEMENT OR VALIDITY OF YOUR OR Panorama INTELLECTUAL PROPERTY RIGHTS. The term dispute means any dispute, action, or other controversy between you and Panoramamas.com concerning the Services or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. The dispute will be given the broadest possible meaning allowable under the law.

Notice of Dispute

In the event of a dispute, you or Panorama must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party

giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute via email to: info@panoramamas.com Panorama will send any Notice of Dispute to you by mail to your address if we have it, or otherwise to your email address. You and Panorama will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Panorama may commence arbitration.

Binding Arbitration

If you and Panorama doesn't resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. The dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. Any and all legal, accounting, and other costs, fees, and expenses incurred by the prevailing party shall be borne by the non-prevailing party.

Submissions and Privacy

In the event that you submit or post any ideas, creative suggestions, designs, photographs, information, advertisements, data, or proposals, including ideas for new or improved products, services, features, technologies, or promotions, you expressly agree that such submissions will automatically be treated as non-confidential and non-proprietary and will become the sole property of Panorama without any compensation or credit to you whatsoever.

Panorama and its affiliates shall have no obligations with respect to such submissions or posts and may use the ideas contained in such submissions or posts for any purposes in any medium in perpetuity, including, but not limited to, developing, manufacturing, and marketing products and services using such ideas.

Typographical Errors

In the event a product and/or service is listed at an incorrect price or with incorrect information due to typographical error, we shall have the right to refuse or cancel any orders placed for the product and/or service listed at the incorrect price. We shall have the right to refuse or cancel any such order whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we shall immediately issue a credit to your credit card account or other payment account in the amount of the charge.

Miscellaneous

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Panorama. Panorama will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Panorama operates and controls the Panorama Service from its offices in Texas USA . The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Panorama Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Panorama Privacy Policy) contain the entire understandings and supersedes all

prior understandings, between you and Panoramamas.com concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

Disclaimer

Panorama is not responsible for any content, code or any other imprecision. Panorama does not provide warranties or guarantees. In no event shall Panorama be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence, or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents of the Service at any time without prior notice.

Panorama's Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Panorama is a distributor and not a publisher of the content supplied by third parties; as such, Panorama exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service, or merchandise provided through or accessible via the Panorama's Service. Without limiting the foregoing, Panorama specifically disclaims all warranties and representations in any content transmitted on or in connection with the Panorama Service or on sites that may appear as links on the Panorama Service, or in the products provided as a part of, or otherwise in connection with, the Panorama's Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights. No oral advice or written information given by Panorama or any of its affiliates, employees, officers, directors, agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Panorama does not warrant that the Panorama's Service will be uninterrupted, uncorrupted, timely, or error-free.

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- Via this Link: <https://panoramamas.com>