

Terms and Conditions

Welcome to Artistacon.net! Our services and products are provided subject to the following terms and conditions. By using the website, you agree to be bound by these terms and conditions. Please read them carefully, as they contain important provisions relating to your use of the site, **including an agreement to engage in binding arbitration to resolve any disputes between us.** The website is owned and operated by Artistacon, LLC. ("Artistacon").

I. Privacy

You should review our Privacy Policy to understand our privacy practices.

II. Terms of Use

License and Website Access

We grant you a limited, revocable license to access and make personal use of the website as our customer. However, you are not permitted to:

- reproduce, duplicate, copy, sell or otherwise exploit the website or any product image, product listing, product description, price, page layout, page design, trade dress, trademark, logo or other content ("Website Content") for any commercial purpose, except as expressly provided;
- use a robot, spider or data mining or extraction tool or process to monitor, extract or copy Website Content (except in the operation or use of internet "search engines," hit counters or similar technology);
- use any meta tags, search terms, key terms, or the like that contain the website's name or trademarks used on the website;
- engage in any activity that interferes with the website or another user's ability to use the website;
- modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the website and the services offered on the website; or
- assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

Any use of the website or Website Content that is not expressly authorized herein is prohibited and immediately terminates the license granted herein.

Electronic Communications

You consent to receive communications from us by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you by e-mail satisfy any legal requirement that such communications be in writing.

If you opt in to receive SMS (text messages) from Artistacon (if available), or use a mobile application, the following additional terms and conditions ("Mobile Terms") also apply to you. Your access to the Sites via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms and Conditions.

By opting in, you agree to receive promotional SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from Artistacon. By agreeing to receive SMS messages from Artistacon, you certify that you are over 18 years of age and (a) you are the mobile account holder or (b) you have the account holder's permission to enroll the designated mobile phone number and can incur any mobile message or data charges. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of a mobile application, based on the type of mobile device on which you install and use the mobile application. You can opt out of receiving SMS messages at any time.

Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. **YOU CERTIFY THAT YOU ARE RESPONSIBLE FOR ANY CONTENT POSTED TO YOUR ACCOUNT AND THAT SUCH CONTENT WILL i) NOT BE OBSCENE OR DEFAMATORY AS DETERMINED IN OUR SOLE DISCRETION, AND ii) YOUR OWN INTELLECTUAL PROPERTY AND NOT INFRINGE UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. WE MAY REMOVE ANY CONTENT, AT ANY TIME, IN OUR SOLE DISCRETION. YOU WILL INDEMNIFY AND DEFEND ARTISTACON FOR ANY MATTER RELATED TO YOUR VIOLATION OR ALLGED VIOLATION OF THIS SECTION.**

Copyright

All Website Content created by Artistacon is our property or the property of our content suppliers and is protected by international copyright laws. The purchase of any product does not provide the purchaser with any copyright interest or other intellectual property right in the product. All Website Content that is not our property is used by us with permission. The arrangement and compilation of all Website Content is our exclusive property and is protected by international copyright laws. All software used on the website is our property or the property of our software suppliers and is protected by international copyright laws.

Trademarks

Certain graphics, logos, page headers, button icons, scripts, and service names are trademarks, service marks, or trade dress of our company or our affiliated companies. Our trademarks and trade dress may not be used for any commercial or other purposes without our prior written consent. All other trademarks and service marks not owned by Artistacon or our affiliated companies that appear on the website are the property of their respective owners and may or may not be used without their prior written consent.

Copyright & Trademark Compliance; Complaints

We honor the intellectual property rights of others. If you believe that your work has been copied or used on the website in a way that constitutes copyright or trademark infringement, please notify us by following the procedure set forth in the immediately following paragraph. Except in limited instances under authorized agreements, we do not reproduce or manufacture the products offered on our site, but rather we purchase or license products from third party suppliers that represent to us that they have sufficient rights to allow us to display and sell the products on the website. Upon receipt of any bona fide claim of infringement or, upon becoming aware of any actual or alleged infringement by any other means, we will remove such actual or alleged infringing product(s) from the website and/or cease sales of the product(s) pending our investigation.

Notice and Procedure for Making Claims of Copyright / Trademark Infringement

If you believe that your work has been copied, distributed or used on the website in a way that constitutes copyright or trademark infringement, please email us immediately at :
artistacon.info@gmail.com.

Statement on Human Trafficking and Slavery

We are part of a global community and supply chain. We are selective of our vendors and make efforts to ensure that the workers in this country and abroad that make up our supply chain are protected. We will not tolerate the involvement of our suppliers in human trafficking and slavery, including sweatshops and forced or child labor. We obtain contractual representations from our vendors of their compliance with such laws and have the discretion to, with or without notice, inquire on their practices.

Reviews, Comments, Communications and Other Content

Visitors may post or submit reviews, comments, suggestions, communications and other information via our website, by email or through one of our website operation partners, or social media channels. You agree not to submit, transmit, or otherwise make available in any manner any content (i) that is unlawful, harmful, obscene, hateful, threatening, abusive, defamatory, harassing, libelous, invasive of another's privacy, or is otherwise objectionable, (ii) that infringes the intellectual property rights of any party or (iii) which contains a chain letter or constitutes any form of commercial solicitation, political campaign, mass mailing, "spam" or software virus. You may not use a false e-mail address or otherwise provide information that would be misleading as to the origin of such content. Although we do not regularly review content you

submit, we reserve the right to edit or remove any content that we find objectionable for any reason. You represent and warrant that you possess all necessary rights to use the content that you submit and that use of such content does not violate generally accepted standards of decency. You agree to defend, indemnify, and hold us harmless from and against any and all claims arising out of or relating to any content that you submit. By submitting content, you automatically grant to us, or warrant that the owner of such content has expressly granted to us, a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive right and license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display your user name or the content in any media, form, format, manner or forum now known or hereafter developed without compensation to you, **SOLELY FOR THE PURPOSE OF OPERATING THE WEBSITE**. We take no responsibility and assume no liability for any content posted by visitors to our website.

Suggestions and Ideas

Visitors may submit suggestions, ideas or questions to: artistacon.info@gmail.com. By doing so, you acknowledge that we will be free to use, disclose, reproduce, modify, license, transfer and exploit any suggestions or ideas in any manner.

Third Party Links and/or Services

The website may contain links to or services offered by third parties that are not under the control of Artistacon ("Third Party Services"). Any such Third Party Services are provided for your convenience only and you access them at your own risk. Any concerns regarding such Third Party Service should be directed to the particular outside service.

Limitation of Liability

We do not accept responsibility that the website, its servers, or e-mail sent from the website are free of viruses or other harmful components. We will not be liable for any damages of any kind arising from the use of the website, including, but not limited to direct, indirect, incidental, punitive or consequential damages. Certain laws do not allow limitations as contained in this clause. If these laws apply, some or all of the above limitations may not apply to you and you might have additional rights.

III. Terms of Sale

These Terms of Sale apply to all offers, purchases, and orders placed by you and all agreements concluded between you and a Third Party in relation to products and services that may be related.

We do not control any Third Parties, and any offers to purchase or sell items or services will be negotiated directly between you and such Third Party. You understand and agree that Artistacon

IV. Disputes

Any dispute or claim relating in any way to your use of Artistacon.net will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Sale as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Artistacon's Registered Agent/Legal Department, located at 447 Willow Drive, Cinnaminson, NJ 08077. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Consumer Arbitration Rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$100 unless the arbitrator determines the claims are frivolous. Likewise, Artistacon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Applicable Law

By placing an order with Artistacon, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of New Jersey, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and Artistacon.

Severability

If any of the terms or conditions herein shall be deemed invalid, void, or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

Updated: 27 March 2020