

## A2R, Inc. d/b/a Art to Remember Website Terms of Use

Last Modified: September 2019

### Acceptance of the Terms of Use

These Terms of Use are entered into by and between you and A2R, Inc. d/b/a Art to Remember, an Indiana corporation (“**Company**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions (“**Terms of Use**”) govern your access to and use of www.ArtToRemember.com, including any content, functionality, products, and services offered on or through www.arttoremember.com (“**Website**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

These Terms of Use shall apply to all users of the Website, including without limitation each registered school coordinator (individually a “**School Coordinator**” and collectively, “**School Coordinators**”), each artist (individually, an “**Artist**” and collectively, “**Artists**”), each parent or legal guardian of an Artist (individually, a “**Parent**” and collectively, “**Parents**”), and all friends, family members, and other visitors to the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

### Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any product, service, or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

Except for an Artist's artwork and audio and video files related to an Artist's artwork uploaded by you to the Website ("**User Content**"), 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 the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. Except for User Content, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

### **Trademarks**

The Company name and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

### **Authorized Uses**

The Website is only authorized to be used as follows:

- You may use the Website only for lawful purposes and in accordance with these Terms of Use.
- You may access, print, and download the materials posted on the Website, including both text and graphics, solely for your personal, private, non-commercial, and lawful use.

### **Prohibited Uses**

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Representations, Warranties, and Covenants**

By using the Website, you represent and warrant that you will only use the Website in accordance with the authorized uses above and specifically make the following representations, warranties, and covenants:

- You are 18 years of age or older or, if you are under the age of 18, you are using the Website with the permission and supervision of your Parent.
- You are not impersonating any other person or entity on the Website and any information you provide to us shall be true, complete, current, and accurate including, but not limited to, email addresses, names, addresses, payment information and any other information provided on the Website, and acknowledge that you are solely responsible for keeping such information current.
- Your use of any online login credentials or online order codes is done with permission of the person controlling such account or the rights of such artwork subject thereto.
- You understand that we are not liable or responsible for artwork submitted by you that depicts the last name of the Artist or otherwise and you are responsible for any redactions related thereto.
- You acknowledge and agree that we reserve the right to refuse any artwork that is submitted for display on the Website for any reason and in our sole discretion.
- By providing your personal information to us when you set up your account or otherwise, you grant us permission to contact you at the email address associated with your account. To stop receiving certain emails, you may follow the opt-out procedures in such emails.
- Except for User Content, you will not copy, modify, publish, or distribute any text, graphics or other material or content from the Website without prior written permission from the Company.
- You will not upload, post, transmit, email, or otherwise distribute any material or artwork that may be unlawful, harmful, obscene, defamatory, libelous, hateful, threatening, damaging to software or hardware, or racially, ethically, or otherwise objectionable. Without limiting the foregoing, you will not submit artwork that is unsuitable for viewing by children, including without limitation, artwork that is sexually explicit or that depicts nudity or violence.

- You will not upload, post, transmit, email or otherwise distribute any material or artwork that invades another party's privacy or publicity rights, or that infringes on any party's trademark, copyright, other intellectual property or moral rights, or any other third-party rights, including, without limitation, company or product logos, copyrighted cartoon characters or other material that could infringe on the intellectual property rights of third parties, and you will not take any actions in an effort to disguise the origin of any content transmitted to us.
- You will not use the Website or our services in an effort or manner that may or will harm minors or other persons in any way. Without limiting the foregoing, you specifically covenant and agree that you will not transmit or post any content that violates child pornography laws, child sexual exploitation laws, obscenity laws, or any other law or regulation.
- You will not advertise or solicit on the pages of the Website without our prior written permission.

**Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any artwork or other uploaded materials for any or no reason in our sole discretion.
- Take any action with respect to any artwork or other uploaded materials that we deem necessary or appropriate in our sole discretion, including if we believe that such artwork or other uploaded materials violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that artwork or other materials uploaded or posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Copyright Infringement**

We may remove artwork, lesson plans, or any other material from the Website at any time without notice, and we will terminate user privileges in appropriate circumstances, including without limitation by terminating the user privileges of users of the Website who are the subject of repeated copyright claims. If you have any reason to believe that your rights under any laws are being violated, please promptly notify us in writing so that we can help identify any possible issues. To help us reach a quick resolution, please send us (i) a signature from the person who thinks their (or their Artist's) rights are being violated, (ii) a description of the claimed violation, (iii) information that will direct us to evidence of such claimed violation, (iv) contact information so that we can correspond with you on the matter, (v) a statement that such claims are being made in good faith, and (vi) a statement that any information submitted is accurate and from an authorized person. Please send the above information to us at [info@arttoremember.com](mailto:info@arttoremember.com).

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage, except in the case of artwork gallery invitations via email and/or social media sharing.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Website is based in the State of Indiana in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. ANY MATERIAL DOWNLOADED FROM THE WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH

RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, TIMELY, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR REQUIREMENTS, NEEDS, OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE COMPANY, YOUR OR ANYONE'S USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. YOUR SOLE REMEDY SHALL BE TO TERMINATE YOUR ACCOUNT OR DISCONTINUE USE OF THE WEBSITE. WITHOUT NEGATING OR LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THE COMPANY'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO THE COMPANY IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

#### **Indemnification**

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) your violation of these Terms of Use, (ii) your use of the Website, including, but not limited to, artwork or other uploaded materials, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website, (iii) your violation of any statutory or common law, or (iv) your breach of the rights of any third party.

#### **Governing Law and Jurisdiction**

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana, in



each case located in the City of Indianapolis and County of Marion. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **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 WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Product Orders and Replacement Policy**

We offer users a service to reproduce Artist's artwork on gift merchandise such as ornaments, travel mugs, t-shirts, calendars, ceramic tiles and many other keepsake products as shown on the Products Page.

You hereby covenant and agree that when ordering merchandise you shall not make any misrepresentations. We take the protection of Artists very seriously. If you make a misrepresentation as to your identity or relationship with an Artist, you may be prohibited from further use of the Website and may also be subject to criminal and/or civil liability.

Each item you order is custom-produced. Once an order is submitted and confirmed online, an order may not be cancelled. If, for any reason, you are dissatisfied with a merchandise purchase, we will replace the item(s) free of charge, subject to the following conditions and restrictions:

- If you receive a gift item that depicts the wrong piece of artwork that is due to the Company's fault or that is broken or otherwise defective, excepting ordinary wear and tear, improper usage, or other causes not within our control, we will replace the item free of charge if notified of the problem within 60 days after delivery of the merchandise to you. To provide notification under this section, you must email us at [service@arttoremember.com](mailto:service@arttoremember.com) and include the following information: your name and mailing address, the order number, and the reason for the requested product replacement.
- Sometimes artwork submitted to us may not be compliant with our Art Guidelines. If this occurs, the reproduction of such artwork may contain faults on merchandise. Therefore, before making an order, you must ensure that such artwork is of adequate image quality as set forth in the Art Guidelines. We will not accept the return of any merchandise that is a faithful reproduction of the artwork image submitted.
- You are responsible for ensuring that you properly identify and select your desired artwork. We may refuse returns of merchandise if you order merchandise depicting wrong artwork.
- You are responsible for ensuring that you have selected your desired merchandise product. We may refuse returns due to an incorrect merchandise product selection.
- Unless otherwise requested in an online order, orders placed during a school's program are consolidated and shipped directly to the school address. Orders placed that request shipment to a specified address other than a school address are required to pay additional shipping and handling.

### **School Registration**

To register a school with us, a School Coordinator must be 18 years or older and duly authorized to make such registration. Each School Coordinator who registers a school with us acknowledges and agrees that (i) they have received all necessary permissions to take such action, including without limitation the permission of school and school district administrators, (ii) any information provided to us will be true,

accurate, current and complete, and (iii) they will ensure that all information provided to us remains accurate and up to date at all times.

### **Viewing and Accessing Artwork**

A Parent can view their Artist's artwork on the Website using the unique online order code provided to such Parent. Parents will also have the ability to create galleries using their Artist's or Artists' artwork. An Artist's artwork may be maintained by us for the future use by the Parent, Artist, or other approved users, but a Parent or Artist may request that any or all of an Artist's artwork be removed from the Website at any time. Notwithstanding the removal of a piece of artwork from the Website, we reserve the right to continue to display the Artist's artwork only in any personalized order form specific to such Artist.

### **Licensing**

Parents and/or Artists retain ownership of an Artist's artwork. By registering as a Parent of an Artist, the Parent, on behalf of both the Parent and the Artist, grants the Company a royalty-free right and license to use, re-use, copy, publish, republish, in whole or part, edit, add to, modify, and rearrange the Artist's artwork solely in connection with:

- providing and promoting the Website and/or our products and services through the distribution of personalized order forms or otherwise; and
- producing custom merchandise depicting the artwork.

### **Ordering Merchandise**

We only provide online order codes to School Coordinators and Parents. School Coordinators and Parents are responsible for keeping online order codes private and may choose, in their sole discretion and at their sole risk, to share online order codes with those parties whom they authorize to view and purchase their Artist's artwork. If a School Coordinator or Parent believes their online order code has been improperly accessed or disclosed, he or she may inform us in writing and request a new code, and the Company will use its best efforts to meet such request. If we haven't received any such notice, we presume that the Parent has granted such permission to order merchandise depicting their Artist's artwork. A SCHOOL COORDINATOR MAY ONLY ORDER MERCHANDISE CONTAINING AN ARTIST'S ARTWORK IF THE SCHOOL COORDINATOR HAS OBTAINED THE PRIOR CONSENT OF THE ARTIST'S PARENT ("PARENT CONSENT"). IF A SCHOOL COORDINATOR ORDERS MERCHANDISE CONTAINING AN ARTIST'S ARTWORK, THE SCHOOL COORDINATOR HEREBY REPRESENTS HE OR SHE HAS OBTAINED ALL APPLICABLE PARENT CONSENTS AND THAT WE CAN RELY ON SUCH REPRESENTATION IN FULFILLING SUCH ORDER.

### **Waiver and Severability**

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Attorneys' Fees**

In the event of any action arising out of or related to these Terms of Use, the Privacy Policy, or the Website, we shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in such action. Reasonable

attorneys' fees incurred in enforcing any judgment in respect of these Terms of Use are recoverable as a separate item. The preceding sentence is intended to be severable from the other provisions of these Terms of Use and to survive any judgment and, to the maximum extent permitted by law, shall not be deemed merged into any such judgment.

**Survival of Terms**

Any provisions or obligations contained in these Terms of Use which by their nature or effect are required or intended to be observed, kept or performed after termination of these Terms of Use shall survive the termination of these Terms of Use and remain binding upon and for the benefit of the parties, their successors and permitted assignees.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

**Your Comments and Concerns**

This website is operated by A2R, Inc. d/b/a Art to Remember, 9425 E 59th St, Indianapolis, IN, 46216.

All feedback, comments, requests for technical support, notices of copyright infringement claims, and other communications relating to the Website should be directed to: [info@arttoremember.com](mailto:info@arttoremember.com).