

## ARTZIP TERMS AND CONDITIONS

This legal agreement between you and Artzip, LLC (“Artzip”, “we”, “us”, or “our”) governs your use of the Artzip software, the Artzip mobile application, and the website [www.artzip.com](http://www.artzip.com), (collectively “Services”). It is important that you read and understand these terms and conditions (“Terms”). By accessing and/or using our Services you agree to comply with and be legally bound by the Terms.

### 1. REQUIREMENTS FOR USE OF THE SERVICE

A. Age. The Services are only available to individuals aged 16 years or older.

B. User Account. In order to use our Services, you must register an account (“Account”). To register an Account, you must provide a username, password, and certain personal information. Details concerning pricing and subscription plans may be found at [www.artzip.com](http://www.artzip.com).

By providing information and registering an Account, you agree to: (1) provide true, accurate, current, and complete information about yourself as prompted by the registration form including submission of a valid email address that you agree to regularly check, and (2) maintain and promptly update the personal information you provide to keep it true, accurate, current, and complete.

In order to prevent unauthorized access to your Account, you agree to keep your password and other Account details confidential and not share them with anyone else. You, as the Account holder, are solely responsible for access to, content in, or sharing and use of your Account. We are not liable for any loss or damage arising from any access to, content in, or sharing and use of your Account. If you believe there has been unauthorized access to your Account, you must notify Artzip immediately.

Your account is not transferable or assignable unless otherwise specified. Your account may be treated as personal property upon your death or a legal finding of incapacity. Artzip shall provide access to the beneficiary or legal guardian upon proof of such entitlement.

Artzip reserves the right to accept or reject an Account for any reason. Artzip may suspend or terminate your Account if you breach any provision of this Agreement. Artzip may terminate your account for any reason upon 30 days written notice to the user. Written notice may be provided through mail or through email sent to the user’s most recently updated email address.

Artzip may terminate your account if it is inactive for a period of one year. Any account under a paid subscription will not be considered inactive.

C. Devices. Use of the Services may require compatible devices, Internet access, and downloading certain software or applications that may require periodic updates. Performance of the Services may be dependent on these factors. You agree to maintain the most up to date version of software or applications.

D. Changing the Service. These Terms incorporate by reference any additional terms and conditions that we post on the Artzip mobile application and/or the website [www.artzip.com](http://www.artzip.com), or that we otherwise make available to you, and any reference to the “Terms” includes such additional terms, as amended or modified. Your access and/or use of our Services indicates your acceptance of these Terms and your agreement to be bound by all of its provisions, including those incorporated by reference, without modification, limitation, or qualification. You will be binding yourself or your company to these Terms. You represent that you have the authority to bind your company, if done on behalf of a company, to these Terms. If you do not have such authority, you may not access our Services and/or use our Services. These Terms may be modified by us at any time and at our sole discretion. All modifications will be posted on the Artzip mobile application and/or the website [www.artzip.com](http://www.artzip.com) and such modifications will become effective immediately upon the posting thereof. You accept the affirmative obligation to periodically review whether or not these Terms have been modified, and your continued use of our Services shall be deemed acceptance and agreement to be bound by such modifications.

## **2. CONDITIONS OF USE**

Everything that you scan, store on, share, access, or otherwise make available to or from our Services is your content (“Your Content”). By using the Services you acknowledge and agree that you do not own the Services and that you only have a limited right to use the Services subject to these Terms. Unless otherwise specified by the Terms, the rights granted to you shall not extend to third-parties and you may not assign or otherwise transfer them, including by operation of law, without the prior written consent of Artzip.

By accessing our Services, you agree that you are solely responsible and liable for all activities carried out by you through your use of our Services.

You represent and warrant that you will not use our Services in a manner that infringes, violates, or misappropriates any rights of us or any third party.

You represent and warrant that you are the owner of and/or otherwise have the right to any art, image, or other work protected by copyright law that you scan, store on, share, access, or otherwise make available to or from our Services. You grant Artzip a worldwide, non-exclusive, irrevocable, royalty-free license to use, store, back-up, copy, transmit, distribute, communicate, modify, and otherwise make available Your Content so long as Artzip does not publicly display Your Content without any compensation or obligation to you. Artzip has the right to distribute Your Content internally to employees and contractors for the purposes of ensuring conformity with the Terms and to improve the Services through research and development.

You further grant us a royalty-free license to use your username, image, and likeness to identify you as the source of any of Your Content to the extent you share any of Your Content to a third-party.

You agree that Your Content will not contain any material which is defamatory of any person, promoting, engaging or encouraging illegal activity, offensive, pornographic, hateful or inflammatory.

You acknowledge certain features of the Services may allow you to share Your Content with a third-party. Artzip does not and cannot control what the third-party does with Your Content. Artzip shall not be liable to you for any losses, damages, costs, or expenses arising from or connected to a third-party's copying, distributing, or otherwise violating your rights to Your Content.

You acknowledge and agree that we are not liable to you or anyone else for any losses, damages, costs, expenses or other harm arising from or related to use of the Services.

You acknowledge and agree that all information and content contained in the Services, including text, photos, videos, graphics, and software ("Our Content"), is owned by or licensed to Artzip. Our Content is protected by copyright, trademark, and/or other proprietary rights and laws of the United States and other countries. Except as otherwise indicated, all trademarks, service marks, logos, trade dress, and trade names are proprietary to Artzip, including without limitation, ARTZIP. Please be advised that we enforce our intellectual property rights to the fullest extent of the law. Artzip grants you a non-exclusive, royalty-free, non-assignable, non-transferable, limited, revocable license to access and use the Services as expressly permitted by these Terms and subject to all the Terms and all applicable intellectual property laws. Our Content may not be copied, republished, uploaded, posted, transmitted, distributed in any way, and/or modified without Artzip's express written permission. You may not reproduce, reverse engineer, redistribute, publish or otherwise transfer or commercially exploit, in whole or in part, of the Services.

You acknowledge and agree that we are entitled to suspend our Services at any time for any reason whatsoever, and we shall not be liable to you for any losses, damages, costs, or expenses arising from or connected to unavailability of our Services. You acknowledge and agree that we do not warrant that use of our Services shall be uninterrupted or glitch-free, and we are not responsible in any way for any losses suffered as a result of delay or failures of our Services.

You will not attempt, through any means, to gain unauthorized access to any part of our Services, computer system, and/or network connected to our servers. You will not use our Services in any manner that could damage, disable, overburden, and/or impair our servers, or the network(s) connected to our servers, and/or interfere with any other party's use and enjoyment of our Services.

You will not use our Services in any way that violates any law, rule, or regulation.

You agree to use the Services only for purposes permitted by the Terms, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction.

You will not resell or otherwise supply our Services and/or your Account to anyone else without our prior written consent.

You represent and warrant that you are at least 16 years old and have the legal capability and capacity to enter contracts, including the legal capability and capacity to enter these Terms.

If your account becomes inactive based on no login activity for a one-year period, Artzip may delete and/or inactivate your Account without notice.

### **3. PAYMENT**

All charges will be billed and must be remitted in U.S. funds.

All payments for single transactions for use of the Services are due at the time of the transaction. For a subscription plan, Artzip will automatically charge on a recurring basis the fee for the subscription plan you choose, including any applicable taxes, to the payment method associated with your Account. You can change your subscription at any time by accessing your Account. The applicable fee for an upgraded subscription will take effect immediately however a downgraded subscription will take effect upon expiration of the previously paid for subscription. If Artzip is unable to successfully charge your method of payment or does not receive payment for fees due, Artzip reserves the right to restrict access to Your Content, delete your stored Content, or terminate your Account.

You may be asked to supply certain information relevant to payment for each transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date) and your billing address. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant Artzip the right to provide such information to third parties for purposes of facilitating the completion of payments initiated by You or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any payment.

### **4. PRIVACY**

The registration information (including your selected username and password) provided by you during your registration for our Services, together with any and all updates provided by you from time to time, is referred to in these Terms as the “Registration Information.” Our policy regarding the privacy and use of the Registration Information is set forth in our Privacy Policy, which may be modified and amended by us from time to time and may be found here <https://artzip.com/privacy.html>. By accepting these Terms, you are also acknowledging that you agree to the terms of the Privacy Policy.

### **5. COPYRIGHT POLICY**

We respect the copyright of others and require that users of our Services comply with copyright laws. You are strictly prohibited from using our Services to infringe copyright. You may not scan, copy, store, share, access, display, distribute, e-mail, link to, communicate, transmit, or otherwise make available any images, works, files, data, or content that infringes any copyright or other proprietary rights of any person or entity.

We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our Services infringe your copyright, you may request removal of those materials from our Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on our Services, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material on our Services is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Our designated copyright agent to receive DMCA Notices is:

Walter Armstrong Jr  
Artzip, LLC  
1100 Broadway #202  
San Antonio, TX 78215  
dmca.notice@artzip.com  
(210) 791-0400

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

We process all takedown notices based on good faith acceptance of the representations from the party submitting the takedown notice. If you believe that access to material that you have scanned and uploaded has been removed or disabled by mistake, you may file a counter notification with

us (a “Counter Notice”) by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which our Services may be found) and that you will accept service from the person (or an agent of that person) who provided us with the complaint at issue.
- The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material on our Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

**6. DISCLAIMER. OUR SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM, WITH RESPECT TO YOUR ACCOUNT AND OUR SERVICES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES WILL FUNCTION AS DESCRIBED, BE SECURE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, AND/OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE CONTENT YOU STORE WITHIN OUR SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE**

**SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU (AND NOT ARTZIP) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION RELATING TO YOUR USE OF THE SERVICES.**

**7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (THIS INCLUDES OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES, LICENSORS, SUBSIDIARIES, VENDORS, SUPPLIERS, AND REPRESENTATIVES) ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTORY OR PRODUCT LIABILITY, OR ON ANY OTHER GROUNDS TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS, COST OR EXPENSE, DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF PROFITS, LOSS OF DATA OR REVENUE, LOSS OF USE, LOST BUSINESS OR MISSED OPPORTUNITIES, WASTED EXPENDITURE OR SAVINGS WHICH YOU MIGHT HAVE HAD, DENIAL OF SERVICES OR ACCESS TO OUR SERVICES, OCCURRING DIRECTLY OR INDIRECTLY FROM THE USE OR ABILITY OR INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE EXCEED (A) THE AMOUNT PAID BY YOU TO ARTZIP OR AN ARTZIP VENDOR, IF ANY, OR (B) \$1000 (WHICHEVER IS LESS). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

**YOU AND ARTZIP AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND ARTZIP AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.**

**IF YOU ARE DISSATISFIED WITH THE SERVICES OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.**

**8. INDEMNIFICATION.**

You agree to indemnify, defend, and hold Artzip, its officers, directors, employees, shareholders, agents, affiliates, licensors, subsidiaries, vendors, suppliers, and representatives harmless from and against any and all claims, damages, losses, costs, and expenses (including but not limited to attorneys' fees) made by any third party arising out of and related to (a) your breach of any provision of these Terms; (b) your use of your Account and the Services; (c) any content stored by you in your Account and otherwise on our servers; or (c) any of your activities conducted in connection with the Services. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our prior written consent.

## **9. SEVERABILITY AND WAIVER.**

The failure by us to enforce any provision of the Terms shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective. If for any reason any provision of the Terms is held to be void, invalid, or otherwise unenforceable under applicable law to any extent, then (i) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision and (ii) such invalidity or unenforceability will not affect any other provision of the Terms.

## **10. GOVERNING LAW AND FORUM.**

We reserve the right to seek all remedies available at law and in equity for violations of the Terms. Any dispute relating in any way to your use of the Services shall be submitted to confidential arbitration in San Antonio, Texas, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of Texas, and you consent to exclusive jurisdiction and venue in such courts, including courts in San Antonio, Texas. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association.

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.