

Terms of Service Agreement for ARTpublika Magazine LLC

PLEASE NOTE THAT BY ACCESSING OR USING THIS SITE AND ITS SERVICES, YOU – THE USER, SITE VISITOR, CUSTOMER, OR PROSPECTIVE CUSTOMER – AUTOMATICALLY CONSENT AND AGREE TO BE BEHOLDEN BY ALL THE TERMS INCORPORATED WITHIN THIS AGREEMENT DIRECTLY OR BY REFERENCE, THEREFORE, YOU ARE RESPONSIBLE FOR READING THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE.

IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ALL OF THE LISTED TERMS AND CONDITIONS, PLEASE ABSTAIN FROM USING THIS SITE OR ITS SERVICES IMMEDIATELY. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 04.20.2017

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the “TOS”) is legally binding, and shall govern the relationship you – the user, site visitor, customer, or prospective customer – and all others – subsidiaries, affiliates, partners, etc. – that interact with ARTpublika Magazine LLC, located in New York, NY 10003, also known as “*ARTpublika*”, and the *ARTpublika* website also known as the “Site” (www.ARTpublikaMag.com), have in association with the use of the ARTpublika Magazine LLC website and its Services (PLEASE SEE BELOW).

SERVICES OFFERED

ARTpublika Magazine LLC is a news and information website. All *ARTpublika* Services – referred to as the Content, Site, products, downloads and/or applications – are the sole property of ARTpublika Magazine LLC. Using ARTpublika Services, you – the users, site visitors, customers, or prospective customers – understand, consent, and agree to regard them as the sole property of ARTpublika Magazine LLC.

ARTpublika Magazine LLC may offer additional Services at its discretion. *ARTpublika* also reserves the right to update, alter, modify, or revise any current content and/or Services as it sees fit, and this Agreement shall apply to any and all additional Services as well as any and all updated, altered, modified, or revised Services unless otherwise stipulated by ARTpublika Magazine LLC.

All visitors to the site shall be referred to as users. As such, by using this site, users understand, consent, and agree to use all of the Services offered by ARTpublika Magazine LLC “AS IS.” *ARTpublika* reserves the right to cancel and cease offering any or all of the aforementioned Services and/or products. Therefore, users understand, accept, and agree that ARTpublika LLC shall not be held liable for any updates, alterations, modifications, revisions, or discontinuance of any and all of its Services.

Continued use of provided Services shall constitute the users understanding, consent, and acceptance of such updates, alterations, modifications, and revisions. Users also agree to frequently and regularly review this Agreement as well as any and all applicable and/or relevant terms and policies to ensure their awareness of all the terms in effect in the most recent TOS.

Should users not agree to the updated, altered, modified or revised terms, users shall at once cease-using Services provided by *ARTpublika*.

PRIVACY POLICY

The ARTpublika Magazine LLC Privacy Policy strictly protects user registration data and/or personal information. Please see the Privacy Policy for details.

EXPORT AND IMPORT COMPLIANCE

By using Services provided by ARTpublika Magazine LLC, users understand, consent, and agree to comply with all the local rules and regulations of the United States as well as related and applicable international laws pertaining to acceptable online conduct and Content. Users also explicitly agree to never use the content found on the Site for any harmful, malicious, or illegal purposes.

Because technology and technical data may be subject to the export and import laws of the United States, and may also include other countries, users of ARTpublika Magazine LLC Services, understand, consent and agree to comply with all applicable export and import laws, statues and regulations, including but not limited to the Export Administrations Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html) and well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

CONTRIBUTIONS TO THE SITE

ARTpublika Magazine LLC encourages users to contribute feedback on its website under the contact tab. However, when users submit ideas, documents, comments, suggestions and/or proposals (“Contributions”) to the Site, users understand, consent and agree that:

- a) *ARTpublika* shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- b) *ARTpublika* shall be entitled to make use of/or disclose any such Contributions in any such manner as it may see fit;
- c) *ARpublika* is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

INDEMNITY

All users agree to insure and hold ARTpublika Magazine LLC, it's subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for ANY claim or demand, including those which may be made by any third party.

COMMERCIAL REUSE OF SERVICES

All users consent and agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to *ARTpublika's* sites.

EXTERNAL LINKS

ARTpublika Magazine LLC and/or third parties may provide links to other websites and/or resources; therefore, by using this site, users understand, consent and agree that ARTpublika Magazine LLC is not responsible for the availability of any such external sites or resources. As such, ARTpublika Magazine LLC does not endorse, or is responsible – accountable or liable – for any content, products, advertising or any other materials, on or available from such third party sites or resources.

Additionally, users understand, consent, and agree that ARTpublika Magazine LLC shall not be responsible or liable, directly or indirectly, for any losses or damages, which may be a result of or caused by or in connection with the use of or the reliance on any *ARTpublika Services* whatsoever.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

“Publically accessible” areas of ARTpublika Magazine LLC's sites are available to the general public. ARTpublika Magazine LLC reserves the listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) Written content, photos, audio, video and/or graphics submitted and/or made available for use on the publicly accessible areas of *ARTpublika's* Sites, the license provided to permit the use of, distribution, reproduction, modification, adaptation, public performance and/or public display said Content on *ARTpublika's* Site and/or Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing.
- b) For any other content submitted or made available for inclusion on the publicly accessible areas of ARTpublika Magazine LLC's sites, the continuous, binding and completely sub-licensable license that is meant to permit the use of, distribution, reproduction, modification, adaptation, publishing, translation, public performance and/or public display of said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium currently used or later developed.

The licenses listed above expire when the contracts with company clients come to a predetermined end.

PROPRIETARY RIGHTS

Users understand, consent and agree that ARTpublika Magazine LLC's Services and any essential software that is and may be used in connection with its Services ("Software") does and will contain proprietary and confidential material that is protected by applicable intellectual property rights and other relevant laws.

As such, users understand, consent and agree that any Content which may be contained in any advertisements or information presented by and/or through *ARTpublika* Services is protected by copyrights, trademarks, patent or other applicable and related proprietary rights and laws. Therefore, unless expressly permitted by applicable law or authorized by ARTpublika Magazine LLC, users understand, consent and agree not to alter, modify, lease, rent, loan, sell, broadcast, distribute, transmit, publicly perform and/or create any plagiaristic works whatsoever based on ARTpublika Magazine's LLC Services (e.g. Content or Software).

Users understand, consent, and agree not to alter or modify the Content or Software in any manner, nature or form, as well as not to use any altered or modified versions of the Content or Software. Users also understand, consent and agree not to access ARTpublika Magazine Services through any means other than through the interface that is provided by *ARTpublika*.

WARRANTY DISCLAIMERS

USERS UNDERSTAND, CONSENT, AND AGREE THAT:

- a) THEY WILL USE ARTPUBLIKA MAGAZINE LLC SERVICES AND SOFTWARE SOLELY AT THEIR OWN RISK. ARTPUBLIKA'S SERVICES AND SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS. ARTPUBLIKA MAGAZINE LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY AND ALL KIND WHETHER EXPRESSED OR IMPLIED.
- b) ARTPUBLIKA MAGAZINE LLC AND ITS AFFILIATES MAKE NO WARRANTIES, GUARANTEES OR CLAIMS TO THE FOLLOWING: (i) ARTPUBLIKA MAGAZINE LLC SERVICES OR SOFTWARE WILL MEET USER REQUIREMENTS; (ii) ARTPUBLIKA MAGAZINE LLC SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE ARTPUBLIKA MAGAZINE LLC SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY USERS

THROUGH ARTPUBLIKA SERVICES OR SOFTWARE WILL BE OR MEET USER EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

- c) ANY INFORMATION OR MATERIAL OBTAINED (DOWNLOADED OR OTHERWISE) BY WAY OF ARTPUBLIKA MAGAZINE LLC SERVICES OR SOFTWARE SHALL BE ACCESSED BY THE USER'S SOLE RISK AND DISCRETION. USERS SHALL BE SOLELY RESPONSIBLE, THEREFORE WAIVING ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO THE USER'S COMPUTER AND/OR INTERNET ACCESS, OR FOR ANY LOSS OF DATA THAT COULD RESULT IN THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- d) NO ADVICE AND/OR INFORMATION THAT MAY BE OBTAINED BY USERS FROM ARTPUBLIKA MAGAZINE LLC OR BY WAY OF OR FROM ITS SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e) ARTPUBLIKA MAGAZINE LLC IS NOT AND SHALL NO BE HELD RESPONSIBLE FOR ANY HEALTH CONDITIONS, KNOWN OR UNKNOWN, THAT USERS MAY HAVE, OR THAT MAY BE ACTIVATED BY THE USE OF ARTPUBILKA MAGAZINE LLC SERVICES, OR THOSE PROVIDED BY ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICESERS OR ANY AND ALL PARTIES CONNECTED TO ARTPUBLIKA MAGAZINE LLC, EXPRESSED IN THE TOS OR NOT.

LIMITATIONS OF LIABILITY & RELEASE

USERS UNDERSTAND, CONSENT, AND AGREE THAT ARTPUBLIKA MAGAZINE LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSERS ARE NOT AND SHALL NOT BE LIABLE TO USERS FOR ANY PUNITITIVE, INDIRECT, INCIDENTAL, SPEICAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER, THAT MAY RESULT FROM USING ARTPUBLIKA MAGAZINE LLC OR ITS SERVICES.

IN THE EVENT OF A DISPUTE, USERS AGREE TO RELEASE ARTPUBLIKA MAGAZINE LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICESERS, DIRECTORS, CO-BRANDERS, AND PARTNERS OF ANY OTHER THIRD PARTIES FROM CLAIMS, DEMANDS AND DAMAGES OF ANY AND ALL KIND WHATSOEVER THAT MAY ARISE FROM OR BE CONNECTED TO SUCH A DISPUTE.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

ARTpublika Mgazine LLC's content is provided for educational and informational purposes only. As such, users understand, consent and agree that all trading and/or investment decisions they make, and any outcomes they may result in, are solely the user's responsibility.

NOTICE

The user's acceptance of the TOS constitutes the user's understanding, consent, and agreement to receiving notices from ARTpublika Magazine LLC, that may include but are not limited to email, promotions, event invites, newsletters, changes to the TOS, and postings on the Site in regard to *ARTpublika Services*.

TRADEMARK INFORMATION

All ARTpublika Magazine LLC trademarks, service marks, logos, copyrights, trade names, service names, brand features and products, listed and unlisted, are property of ARTpublika Magazine LLC. As such, users understand, consent and agree not to display and/or use any and all ARTpublika Magazine LLC marks and logos in any manner whatsoever without obtaining ARTpublika Magazine LLC's prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

If users believe their work has been used in any way that constitutes copyright infringement, or if they believe their intellectual property rights have been violated, please immediately contact *ARTpublika* via ARTpublikaMag@gmail.com, with the subject line: Attention Copyright Agent.

GENERAL INFORMATION

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between users of ARTpublika Magazine LLC and ARTpublika Magazine LLC, and shall govern the use of its Services, superseding any prior versions of the TOS. Users may also be subject to additional terms and conditions when using or purchasing other ARTpublika Magazine LLC Services and/or third-party content as well as third-party software.

CHOICE OF LAW AND FORUM

Both users and ARTpublika Magazine LLC agree that with regard to the TOS, the laws of the state of New York shall govern the relationship between the parties. Any and all claims, actions and/or disputes arising out of or relating to the TOS, or the relationship between the user and ARTpublika Magazine LLC, shall be filed within the courts having jurisdiction within the County of NYC, New York, or the U.S. District Court located in New York.

WAIVERS AND SEVERABILITY OF TERMS

Should ARTpublika Magazine LLC fail to exercise or enforce any part of the TOS, this failure does not constitute a waiver of the specific right or provision. If any

provision of this TOS is found by court to be invalid, both parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, meanwhile, other provisions of the TOS will remain in full force and effect.

STATUTE OF LIMITATIONS

Users understand, consent, and agree that regardless of any statute of law to the contrary, any claim or action arising out of related to the use of our Services or the TOS must be filed within 3 month(s) after said claim or cause of action arose, or be forever barred.

VIOLATIONS

Please immediately report any and all violations of this TOS to ARTpublika Magazine LLC by sending an email to ARTpublikaMag@gmail.com with the subject line: ARTpublika Magazine LLC Violations