

Terms of Service for ARTpublika Magazine LLC

PLEASE NOTE THAT BY ACCESSING AND/OR USING ALL OR A PART OF ARTPUBLIKA MAGAZINE LLC, YOU — THE USER, SITE VISITOR, CUSTOMER OR PROSPECTIVE CUSTOMER — AUTOMATICALLY CONSENT AND AGREE TO BE BEHOLDEN BY ALL OF THE TERMS INCORPORATED WITHIN THIS AGREEMENT DIRECTLY OR BY REFERENCE, THEREFORE, YOU ARE RESPONSIBLE FOR READING THE TERMS OF SERVICE BEFORE PROCEEDING TO USE ARTPUBLIKA MAGAZINE LLC.

IF YOU DO NOT UNDERSTAND AND/OR AGREE WITH ALL OF THE LISTED TERMS OF SERVICE, PLEASE ABSTAIN FROM USING ARTPUBLIKA MAGAZINE LLC OR ITS SERVICES IMMEDIATELY.

THIS TERMS OF SERVICE AGREEMENT HAS BEEN EFFECTIVE AS OF 04.20.2017 AND WAS UPDATED ON 08.22.2023 TO INCLUDE CONDITIONS FOR THE ARTPUBLIKA SHOP.

ACCEPTANCE OF TERMS

The following Terms Of Service (also referred to as “TOS”) is legally binding and shall govern the relationship between You (also referred to as “USER,” “SITE VISITOR,” “CUSTOMER” or “PROSPECTIVE CUSTOMER”) and ARTpublika Magazine LLC (also referred to as “ARTpublika,” “ARTpublika Mag,” “ARTpublika Magazine,” “Site,” “Company,” “Publication,” “The ARTpublika Shop” and “The Shop”) and all its “Services” as defined below.

SERVICES

ARTpublika Magazine LLC is an arts-focused digital publication and e-commerce platform. By using Services provided by ARTpublika Magazine LLC, You 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. You also explicitly agree to never use the content found on the Site for any harmful, malicious, or illegal purposes.

Service 1 | Original Written Content for Digital Publication ARTpublika Magazine LLC

A. Original Written Content

Original Written Content, which refers to All of the written text featured on the Site, and under the Blog and Volumes tabs in particular — excluding third party text borrowed from and linked to other websites (see below) — is the sole property of ARTpublika Magazine LLC. As such, YOU understand, consent, and agree, to regard and treat All Original Written Content as the sole and exclusive property of ARTpublika Magazine LLC.

B. Links to Other Websites

Original Written Content may contain links to third-party websites or services that are not owned or controlled by ARTpublika Magazine LLC. As such, the Company assumes no responsibility for the content and/or its accuracy and/or implications, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

Service 2 | Original Visual Content for Digital Publication and E-Commerce

A. Original Visual Content

Original Visual Content, which refers to original visual works (such art, illustration, digital and graphic design, video and photography, as well as other visuals specifically crafted for ARTpublika Magazine LLC, which include but are not limited to all Company branding and promotional material, static or moving images designed for editorial, commercial, and educational use, and other visual works that may appear on ARTpublika Magazine LLC) are the sole and exclusive property of ARTpublika Magazine LLC.

A.1 | Original Visual Content Ownership and Legal Use

All Original Visual Content featured in ARTpublika Magazine LLC is produced by and is the sole and exclusive property of designer and artist Yelizaveta Campese — referred to as “Liz Publika” — the founder, director, and owner of ARTpublika Magazine LLC. ARTpublika Magazine LLC is currently the only platform authorized to use Original Visual Content created by Liz Publika. Unauthorized use of Original Visual Content created by Liz Publika is unlawful and legally punishable under this agreement.

A.2 | 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, You 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.

B. E-Commerce Store

Products offered by The ARTpublika Shop via ARTpublika Magazine LLC are printed on demand by a third party platform. All rights pertaining to the Original Visual Content featured on merchandise available through The ARTpublika Shop are reserved by Liz Publika. Legal action will be taken in case of unauthorized reproduction of the Original Visual Content featured in ARTpublika Magazine LLC via The ARTpublika Shop.

B. 1 | Billing

You shall provide ARTpublika Magazine LLC with accurate and complete billing information, including full name, email and telephone number, address — including the state and zip code — and information for a valid payment method. Should your purchases be undeliverable or/and automatic billing fails to occur due to mistakes in the provided information, You are responsible for all accrued and associated shipping costs, including the fees for the reshipping of your items.

Services 3 | Other

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 TOS 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.

PRIVATE AND/OR COMMERCIAL REUSE OF SERVICES

You consent and agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any private or commercial reason any part, use of, or access to ARTpublika Magazine LLC. If You would like to use our content, you must get written permission from the editor before you do so.

“AS IS” CLAUSE

By using this site, You understand, consent, and agree to use all of the Services offered by ARTpublika Magazine LLC “AS IS,” with all possible faults and defects without warranty of any kind.

ARTpublika Magazine LLC reserves the right to cancel and cease offering any or all of the aforementioned Services and/or products. Therefore, You 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.

To the maximum extent permitted under applicable law, ARTpublika Magazine LLC, on its own behalf and on the behalf of its Affiliates (referred to an entity that controls, is

controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority) with all respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, 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, ARTpublika Magazine LLC provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, or will be compatible or work with any other software, applications, 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.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

PRIVACY POLICY

[Please see the Privacy Policy for details.](#)

CONTRIBUTIONS TO THE SITE

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

- A. ARTpublika Magazine LLC shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- B. ARTpublika Magazine LLC shall be entitled to make use of/or disclose any such Contributions in any such manner as it may see fit;
- C. ARTpublika is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

EXPORT AND IMPORT COMPLIANCE

Because technology and technical data may be subject to the export and import laws of the United States, and may also include other countries, You 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 (<https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-earl>) and well as the sanctions control program of the United States (https://www.cftc.gov/IndustryOversight/AntiMoneyLaundering/dsio_aml_sp.html#:~:text=The%20Office%20of%20Foreign%20Assets,such%20as%20terrorists%20and%20narcotics)

GENERAL INFORMATION

INDEMNITY

You agree to insure and hold ARTpublika Magazine LLC and its Affiliates, Freelancers (referred to as freelance writers and visual content creators), Partners (See About Page) and/or Licensors — blameless or not liable for ANY claim or demand, including those which may be made by any third party. Therefore, You understand, consent and agree that 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.

PROPRIETARY RIGHTS

You understand, consent, and agree, that ARTpublika Magazine LLC's Services and any essential Software (referring to computer programs that are and may be used in connection with its Services) do and will contain proprietary and confidential material that is protected by applicable intellectual property rights and other relevant laws.

As such, You understand, consent and agree that any Content which may be obtained 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, You 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. All Content and/or Software).

You 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. You also understand, consent and agree not to access ARTpublika Magazine LLC Services through any means other than through the interface that is provided by ARTpublika Magazine LLC.

LIMITATIONS OF LIABILITY & RELEASE

IN THE EVENT OF A DISPUTE, YOU AGREE TO RELEASE ARTPUBLIKA MAGAZINE LLC AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, LICENSERS, 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 Magazine LLC's content is provided for educational and informational purposes only. As such, You understand, consent and agree that all trading and/or investment decisions You make, and any outcomes they may result in, are solely Your responsibility.

NOTICE

Your acceptance of the TOS constitutes Your understanding, consent, and agreement to receive 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.

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.

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between users of ARTpublika Magazine LLC and the Company, 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 You 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, You and ARTpublika Magazine LLC 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 and related to the use of our Services or the TOS must be filed within 14 days 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 Notice