

## ArtNab.net Terms of Service

### USING ARTNAB SERVICES

ArtNab provide services pertaining to the facilitation of the creation of artistic works between the freelance Creators of these works, and their potential Customers. The service aims to assist Creators with organization of these projects, as well as communications with their Customers.

Using ArtNab services does not give you ownership of any of the intellectual property rights in our services, or the content you access. You may not use content from ArtNab services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in ArtNab services. Do not remove, obscure, or alter any legal notices displayed in or along with ArtNab services.

ArtNab services display some content that does not expressly belong to ArtNab. This content is the sole responsibility of the entity that makes it available. We reserve the right to review content to determine whether it is illegal or violates ArtNab policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that content will be review. No assumptions should be made that it will be.

### YOUR ARTNAB ACCOUNT

An ArtNab account is required to use ArtNab services. You may create your own ArtNab account. Administrative users of ArtNab will be able to access your account details. These account details are covered in our Privacy Policy. To protect your ArtNab account, keep your password confidential. You are responsible for the activity that happens on, or through your ArtNab Account. If you learn of any unauthorized use of your password or ArtNab account please contact the ArtNab Administrator for assistance.

### YOUR CONTENT IN ARTNAB SERVICES

Some of the ArtNab services allow you to upload, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short what belongs to you stays yours.

When you upload, submit, store, or receive content through ArtNab Services, you give ArtNab a worldwide license to host, store, and serve aforementioned content. The rights you grant in this license are for the limited purpose of supporting the facilitation of ArtNab services. This license continues even if you stop using ArtNab services. Insure that you have the necessary rights to grant us this license for any content that you submit to our services. ArtNab will not be responsible for infringement upon the rights of the original content holders for content that is uploaded without license by you the user.

## MODIFYING AND TERMINATING ARTNAB SERVICES

ArtNab services are constantly in development for the purpose of improvement of the services. We may add or remove functionalities, or features, and we may suspend or stop the service all together.

You can stop using our services at any time. We may also choose to stop providing you with ArtNab services, or instantiate new limits to our services at any time.

We believe that you own your data, and preserving your access to such data is important. If we discontinue the ArtNab Service, where reasonably possible, we will give you the reasonable advance notice and a chance to retrieve your information from the ArtNab Service.

## ADJUDICATING DISPUTES

Disputes between Creators and their Customers are the sole responsibility of the Customer, and Creator involved in the dispute. ArtNab is not responsible for adjudicating disputes between users. ArtNab will not be held liable for monetary exchange between users. We are responsible only for facilitating the organizational recording of aforementioned payments. Only in the cases where disputes cause a violation of these terms of service will ArtNab directly adjudicate disputes.

## WARRANTIES AND DISCLAIMERS

We provide ArtNab services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. There are, however, certain things that we do not promise about ArtNab services

OTHER THAN AS EXPRESSLY SET OUT IN THES TERMS OR ADDITIONAL TERMS ARTNAB DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE ARTNAB SERVICES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE ARTNAB SERVICES "AS IS"

SOME JURISDICTIONS PROVIDE CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## LIABILITY FOR OUR SERVICES

WHEN PERMITTED BY LAW, ARTNAB, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ARTNAB FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES(OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, ARTNAB WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORSEEABLE.

#### ABOUT THESE TERMS

We may modify these terms or any additional terms that apply to the ArtNab service to, for example, reflect changes to the law or changes to the ArtNab service. You should look at the terms regularly. Notices of modification will be posted by method of the version number on this document. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for the ArtNab service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for the ArtNab service you should discontinue your use of the ArtNab service.

These terms control the relationship between the ArtNab service and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that the ArtNab Service is giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular item is not enforceable, this will not affect any other terms.

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