

Terms and Conditions

Effective as of September 1, 2021

These Terms and Conditions apply to the website and all other online properties (i.e. social media pages) (“*Site*”) operated by Art Dock LLC and our affiliates (“*Art Dock*”, “*we*”, or “*us*”). The use of the Site, including the purchase of any classes or services (“*Services*”), is subject to the following terms and conditions (“*Terms*”). Please read these Terms carefully. By using this Site, you agree to these Terms as well as any other terms, guidelines or rules that apply to any portion of this Site, without limitation or qualification. If you do not agree to these Terms, then you must exit the Site immediately and discontinue any use of the information obtainable or accessible through the Site. If you have any questions about the Terms, please contact us at artdockllc@gmail.com.

I. ABOUT US

Art Dock promotes and advances art throughout the State of Ohio by connecting instructors with students through the Site. The Site is a virtual marketplace and Art Dock merely acts as an intermediary between students and the instructors. The actual contract for sale is directly between the student and the instructor. Art Dock is not a party to the transaction. While we may help facilitate the transaction and the resolution of some disputes, Art Dock has no control over and does not guarantee: the existence, quality, safety or legality of Services advertised; the truth or accuracy of instructor’s content; or the ability of the instructors to provide the Services.

II. ELECTRONIC COMMUNICATION

You agree that from time to time, you may receive communications from us. These communications could include, but are not limited to, phone, email, and text communications. The subject of these communications could be of the nature of newsletters, special offers, reminders, updates, or notifications. You further agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

III. ELIGIBILITY

By visiting the Site, you represent and warrant to us that you are 18 years of age or older, and that you have the right, authority, and capacity to agree and abide by terms contained herein. You also represent and warrant to us that you will use the Site in a manner consistent with any and all applicable laws and regulations.

IV. COPYRIGHT

Images of people, places and/or Services posted on this Site are either the property of Art Dock or our licensors. Unless otherwise noted, all content included on this Site, including images, illustrations, designs, icons, photographs, video clips and written and other materials (together, with Marks (as defined below), “*Art Dock Content*”) is the property of Art Dock or its licensors, partners or affiliates and is protected by United States copyright laws. The compilation of this Site is the exclusive property of Art Dock and is protected by United States intellectual property laws. Any unauthorized use of any content or materials on this Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes. You may use the materials or content on this Site only with our prior written and express authorization. To inquire about obtaining authorization to use the materials or content on this Site, please contact us at artdockllc@gmail.com.

V. TRADEMARKS

All trademarks, service marks, and trade names (collectively, “*Marks*”) that appear on this Site are proprietary to Art Dock, or the other respective owners of such Marks. You may not display or reproduce the Marks in any manner without the prior written consent of Art Dock, and you may not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Site.

VI. LIMITED LICENSE AND SITE ACCESS

We grant you a limited license to use the Site for personal use only. Consequently, this grant does not allow you to do any of the following: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any of the contents of this Site not intended to be so read. This includes using or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site (including any Marks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

VII. TERMS OF SALE

To the extent you purchase any Services from us, you agree to pay for all of the Services ordered. If you provide credit card or other authorized payment method information to Art Dock, you authorize us, or a credit card processor of its choosing to bill such credit card or to make such charges as applicable. If Art Dock, in its sole and absolute discretion, permits you to make payment using a method other than a credit card or other authorized payment method, Art Dock will invoice you at, or within a reasonable period of, the time of the purchase request.

You will be registered for a class when payment has been processed. You may register for classes up to two (2) days prior to the start of a class. If you are unable to attend a class, you will only be eligible for a refund if you notify Art Dock at least four (4) days prior to the start of the class. If you cancel with less than four (4) days’ prior notice, you will not receive a refund. Fees are not refunded or pro-rated for missed classes. Notwithstanding the foregoing, we do not control when a specific credit card or payment method company processes a chargeback transaction. You are responsible for contacting your payment method company if you have questions about the status of the chargeback.

You understand that if a class does not meet its minimum class size, then Art Dock may cancel the class.

We reserve the right, in our absolute discretion, to withdraw or modify any Service, offering, or promotion at any time without prior notice and with no liability. Any and all Service, offering, or promotion advertised are void where prohibited and are subject to the posting of an official rule to such offers or promotions.

VIII. CONTENT YOU SUBMIT TO ART DOCK

From time to time, Art Dock may allow you to post reviews, comments, photos, or similar materials on the Site (collectively, “*Submissions*”). We welcome your comments regarding our services, including our Site. By uploading a Submission on the Site, you hereby grant Art Dock an unrestricted, assignable, sub-licensable, perpetual royalty-free, fully paid up license throughout the world to reproduce, distribute,

publicly display, transmit, communicate to the public, publicly perform on a through-to-the-audience basis, create derivative works from, and otherwise use and exploit (collectively, “*Use*”) all Submissions you post to the Site, for any purpose, including promoting and marketing Art Dock and the Services. You further grant Art Dock a royalty-free license to Use the name, image, and likeness of any person identifiable in any Submission you post to the Site. By posting a Submission, you waive any and all rights of publicity, privacy or any other rights of a similar nature, in addition to any moral rights you may have in your Submission. Except for materials provided to you by Art Dock through the Site, you represent, warrant, and covenant that (i) you either are the sole and exclusive owner of the Submissions that you post to the Site, or you have all rights, licenses, consents, and releases that are necessary to grant to Art Dock the rights in your Submissions as contemplated under the Terms, and (ii) the Submissions you post to the Site do not (A) infringe, misappropriate or violate the rights of any party or entity, including a third party’s patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (B) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or (C) require Art Dock to obtain any licenses from or make any payments in any amounts to any third party.

Art Dock has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any Submissions and remove, delete, redact or otherwise modify such Submissions, in our sole discretion, at any time and from time to time, without notice or further obligation to you. Art Dock has no obligation to display or post any Submission. Art Dock, subject to our Privacy Policy, reserves the right to disclose, at any time and from time to time, any information or posted content that it deems necessary or appropriate, including without limitation to satisfy any applicable law, regulation, contractual obligation, legal, dispute process, or governmental request.

IX. USE OF THE SITE

You agree to use the Site only for its intended purpose. You must use the Site in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Site are prohibited. You may not:

- attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Site, user accounts, or the technology and equipment supporting the Site;
- frame or link to the Site without permission;
- use data mining, robots, or other data gathering devices on or through the Site;
- post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- upload Submissions that are or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred, as determined by Art Dock in its sole discretion;
- post advertising or marketing links or content, except as specifically allowed by these Terms; or
- introduce viruses, time-bombs, worms, Trojan Horses and/or other harmful or malicious code.

Notwithstanding any of these Terms, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site for any reason or no reason. Upon termination, these Terms will still apply.

X. NO WARRANTIES

Except as otherwise provided herein, Art Dock provides the Site and Services “as is,” “with all faults” and “as available,” and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. To the maximum extent permitted by applicable law, Art Dock makes no representations, warranties or conditions, express or implied. Art Dock expressly disclaims any and all warranties or conditions, express, statutory and implied, including without limitation: (i) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement; (ii) warranties or conditions arising through course of dealing or usage of trade; and (iii) warranties or conditions of uninterrupted or error-free access or use. No advice or information, whether oral or written, obtained by you through the Site, Services, or any materials available through the Site will create any warranty regarding Art Dock or the Site that is not expressly stated in these Terms. You assume all risk for any damage that may result from your use of or access to the Site, your dealings with any other user, and any materials, including all Submissions and Art Dock Content, available through the Site. You understand and agree that your use of the Site, Services, Art Dock Content, and any associated sites or services, are at your own discretion and risk, and that you are solely responsible for any damage to your property (including your computer system or mobile device), or the loss of data that results from the use of the Site or the download or use of those materials. Some jurisdictions may prohibit a disclaimer or warranties, and you may have other rights that vary from jurisdiction to jurisdiction.

XI. LIMITATION ON LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, ART DOCK AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ART DOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SITE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ART DOCK AND ITS AFFILIATES’ MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF ART DOCK CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$100. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

XII. MODIFICATION

From time to time we review these Terms to ensure that they comply with applicable law. Consequently, we reserve the right to update, modify, and revise these Terms at any time. You will know if these Terms have been revised since your last visit to the website by referring to the “Effective Date” at the top of this page. Your use of the Site constitutes your acceptance of these Terms.

XIII. PRIVACY

We have adopted a Privacy Policy that you should refer to in order to fully understand how we collect and use your information. The Privacy Policy is hereby incorporated into these Terms by reference.

XIV. PARENTS

If you are a parent signing your child up for the Services, you represent and warrant to us that such child is your legal child or a ward for which you have legal guardianship. These Terms shall be binding upon you and your child or ward.

XV. PHOTO RELEASE

You consent to and authorize the use and reproduction by us of any and all photographs and any other audiovisual materials taken of you or your children or ward, for promotional printed material, social media, educational activities, media or for any other use for the benefit of us.

XVI. MEDICAL EMERGENCY

In the event emergency medical aid/treatment is required due to illness or injury, you (on your own behalf and on the behalf of your children or ward, if applicable) authorize Art Dock and any of its representatives to: (i) secure and retain medical or dental treatment and transportation if needed and (ii) release client records upon request to the authorized individual or agency involved in the medical emergency treatment.

XIV. GENERAL

These Terms (including any document expressly incorporated into these Terms) constitute the entire agreement between you and Art Dock with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Site. If any provision of these Terms or any application thereof shall be invalid or unenforceable, the remainder of these Terms and any other application of such provision shall not be affected thereby. These Terms will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Art Dock shall not be deemed to have waived any rights under these Terms unless such waiver is given in writing. No delay or omission on the part of Art Dock in exercising any right shall operate as a waiver of such right or any other right. The rights and obligations of the parties hereunder and the interpretation of these Terms shall be governed by the laws of the State of Ohio, other than those related to conflicts of law. All disputes arising under these Terms must be resolved in the Ottawa County Court of Common Pleas, and the parties waive any objection to venue laid therein. The parties consent to submit themselves to the exclusive jurisdiction of such court and agree that service of process on them in any such dispute may be effected by the means by which notices are to be given to them under these Terms.