

## Terms and Conditions of Use

Updated June 30, 2021

Welcome to [www.artisanportrait.com](http://www.artisanportrait.com), as operated by Artisan Portrait. These are our rules if you want to use our website and the services or products available from our website. If you do not agree to these rules, you cannot use our site. We can change these rules whenever we want and will post the new rules on our site, whether you notice them or not. We have intentionally written them in a way that avoids legalese so that everyone can clearly understand and agree to the rules and understand their rights and responsibilities.

We hope there won't be any problems and that you will reach out to us if you are having issues with our site, service, or products.

### 1.0 Site Services

We agree to provide you with services, or the "Service" through [www.artisanportrait.com](http://www.artisanportrait.com). In exchange for providing this service, we require you to follow these rules:

1. You must be at least 13 years old to use the Site, or if you are a resident of the EU, you must be at least 16 years old. Don't lie about your age. If you are under 18, you agree that a parent or legal guardian agrees to these rules on your behalf.
2. Don't use the Site to do anything illegal or break the rules in our terms of use.
3. Don't change anything about our website or applications, upload any type of virus or malware, or do anything that might interfere with the way the Site or its services works.
4. Don't do anything that might affect how other people use and enjoy the Site. Be a good neighbor.
5. Don't encourage anyone to break these rules.

6. Use your common sense, and be a good human.
7. Don't use anybody else's account without their permission or try to find out their login details.
8. Don't let anyone else use your account. Keep your password secret.
9. Don't set up an account with someone else's name, including a famous person or company. If you lie when you set up an account, you can be kicked off forever.
10. Don't use any type of software or robot to create accounts or access Site, and don't use it send spam or unwanted messages to others.
11. Don't register an account if your previous account was disabled or you were kicked off for violating our rules.
12. Don't register for an account if you are not allowed to under any other rules or laws.
13. Don't register if you are a convicted sex offender.

## **2.0 Your Rights**

2.1 You have the right to feel safe using Site.

2.2 You have the right to your privacy on Site. Please refer to [www.artisanportrait.com/privacy](http://www.artisanportrait.com/privacy) for details.

2.3 If you are a resident of the EU, you have the right to be forgotten and can delete your account and the content on your page at any time by logging in and completing a delete request. It may take a few days to process and may be visible by others in the meantime. Some of your content that was on other accounts or pages or that was shared may survive

and may not be deletable. Please think before you post. We may also keep your registration information for as long as we need to do to run our business and to follow these rules.

2.4 You are responsible for anything you do on Site under your login, including things you post and comment on. You are responsible for making sure the stuff you post belongs to you, including any music or photos. If you post something you shouldn't and get a fine, you will have to pay it.

### **3.0 Our Rights**

3.1 We are not responsible for the following:

1. Links to other companies or websites, even when the link shows up in Site
2. What happens when you connect your Site account to another website or service, including sharing a picture or video. You should read the rules for that service to know your rights.
3. The data cost on your mobile device for using Site or its services.
4. Any content that is stolen or copied from the Site by someone else.

3.2 We can end the Site and its services at any time or stop you from using Site at any time for any reason without letting you know beforehand. We can also delete content you have uploaded for any reason, whether you think they violated our rules or not. We do not have to pay you if we delete content that was making you money.

3.3 We can make you switch your username for any reason.

**4.0 Intellectual Property Rights** All images, text, designs, graphics, trademarks and service marks are owned by and property of Kibbee Walton Photography, Inc dba Artisan Portrait, or the properly attributed party. It is a violation of federal law to use any of our

intellectual property in whole or in part, and modification of any materials contained on this Site is illegal and may be prosecuted to the fullest extent permissible, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately. Do not try to use our stuff, remove it, change it, or claim to be us without written permission.

**Limited Use with Attribution:** You may use our intellectual property with clear and obvious credit back to our site, as well as correct links back to the page where the materials, designs, images, text, quote or post is specifically located. You may never claim any of our intellectual property as your own or your original creation, however, even with attribution. Please utilize the grandma test: If a grandma saw the content on your site, she should understand that the content is NOT yours. If you cannot make the distinction that clear, then please do not use our content in any way.

## **5.0 This Agreement**

5.1 If you use other third-party services on the Site, including payment services, you will need to follow those rules or terms. If any of those rules conflict with these rules, those rules will win.

5.2 If a court finds any of this Agreement unenforceable, the other rules will still be valid.

5.3 Any changes to these rules must be made in writing. If we fail to enforce any of these rules for any reason, we still have the right to enforce them in the future, and our behavior will not be a waiver of our overall rights in this Agreement.

5.4 We reserve all the rights we did not expressly grant or tell you about in this Agreement.

5.5 No one else besides you and us (no third parties) have rights under this agreement.

5.6 You cannot give these rights or obligations to someone else without our consent. We can give our rights and obligations to someone else, however, like if we change ownership by selling part or all of our business, or if we need to for legal reasons.

## **6.0. Advertising, Affiliates and Testimonials**

This site may use advertising or affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed ads or affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications. Any testimonials reflect the accurate experience of the person quoted, however, your results with any particular product or service may vary.

## **7.0 Refunds & Payment Collection**

We like to have fun, but we take our business seriously. We'd appreciate your careful consideration of the service and products available on the site, and we advise you to make your purchases carefully.

Due to the nature of the services and/or products provided, refunds will not be given unless otherwise specified in writing. Artisan Portrait reserves the right to charge 1.5% interest per day upon any outstanding sum left unpaid on or after 30 calendar days from due date.

Example:

\$100	due	May 1
\$101.50	due	June 1
\$103.03	due	June 2
Sent to Collections		July 1

After 30 days of outstanding payment, Artisan Portrait reserves the right to send you to collections, upon which you will owe the total amount of any outstanding payments plus any collection costs, including reasonable attorney's fees.

## **8.0 Limits on Liability**

8.1 Site operates as is, and we can't guarantee it will be safe and secure or will work perfectly all the time. Sometimes crazy things and mistakes happen, even when we try to find reliable vendors to help us operate the Site and its services. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct

(whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service. You should read and agree to their rules and terms.

8.2 We cannot predict when issues might arise with our service. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law. We are not responsible for lost profits, data or any kind of damages connected to you using the Site. The total limit on our liability to you under these Terms is the greater of: \$100 or the amount you have paid us in the past twelve months.

8.3 You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of or connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you may not settle any claim without our prior written consent.

8.4 Nothing on the site, or offered through its services or products, is intended to diagnose or treat any physical or mental illness. No information on the site is intended to be legal, medical, or financial advice and is for educational purposes only, unless clearly marked otherwise.

## **9.0 How We Will Handle Disputes**

9.1 We hope there won't be any problems and that you will reach out to us if you are having issues with our service. But, if you have a legal problem with Site, you agree to use binding arbitration under the AAA, which means you will not get to go to court by yourself or with others or be part of a class-action lawsuit or arbitration. We and you waive a trial by jury. The following claims don't have to be arbitrated and may be brought to court: small claims, intellectual property disputes (like copyrights and trademarks), or efforts to interfere with the services or engage with the service in unauthorized ways. A court can also decide issues about the scope and enforceability of these arbitration provisions.

9.2 For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the District of Idaho or a state court

located in Idaho. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

9.3 The laws of the State of Idaho, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

9.4 We appreciate feedback, but we may use any of your comments without any obligation to pay you and do not have to keep them confidential. For questions about this policy, you can email us at [studio@artisanportrait.com](mailto:studio@artisanportrait.com)