

TERMS OF SERVICE

Last updated September 26, 2024

AGREEMENT TO OUR LEGAL TERMS

We are Decoart, LLC ("**Company**," "**we**," "**us**," "**our**"), a limited liability company registered in Kentucky, United States and located at 49 Cotton Avenue, Stanford, KY 40484.

We operate the website <https://shop.decoart.com> (the "**Site**"), as well as any other related web pages, products and services (collectively, the "**Services**") that refer or link to these legal terms (the "**Legal Terms**").

You can contact us by phone at 1-800-367-3047, email at decoart@decoart.com, or by mail to 49 Cotton Avenue, Stanford, KY 40484, United States.

These Legal Terms, the Privacy Policy, and all other documents referenced herein govern the relationship and constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and Decoart, LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by these Legal Terms. You represent and warrant that you have all necessary rights, power, and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder, whether on behalf of yourself or any entity that you represent. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, at any time to make changes or modifications to: (i) these Legal Terms; (ii) the Services, including terminating, eliminating, supplementing, modifying, adding, or discontinuing any content, feature, data or service on or available through the Services or the hours during which they are available; (iii) the equipment, hardware, or software required to access and use the Services; and (iv) prices for the Services made available therein. We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services, or any items available through the Services. Any changes we make to these Legal Terms will be effective immediately upon notice, which we may provide by any means, including, without limitation, posting on the Services. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

1. JURISDICTION

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as those set out in these Terms of Use, then you may not enter into this agreement, and shall not access or use the Services. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by the Services, you may not enter into this agreement, and shall not access or use the

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Services. By using the Services, you represent and warrant that you have verified in your own jurisdiction if your use of the Services is allowed.

We make no—and you acknowledge that we make no—representation that the Services or the materials on the Services are appropriate or available for use in all locations. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with state and local laws, if and to the extent state and local laws are applicable.

We reserve the right to limit the availability of the Services, materials, or other items described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other items provided.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics, and other copyrighted materials in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. Any unauthorized use of any Content or Marks is prohibited and may be prosecuted to the fullest extent of the law. No licenses, express or implied, are granted by Company to you under any patent, copyright, trademark, trade secret, or other intellectual property right of Company and all such rights are reserved and retained by Company. ALL RIGHTS RESERVED.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use only.

Your use of our Services

Subject to your compliance with these Legal Terms, including the "[PROHIBITED ACTIVITIES](#)" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

If you download or use Content, you agree that such materials: (i) may only be used solely for your personal use; (ii) may not be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission; and (iii) shall only be used in compliance these Legal Terms and with any additional license terms accompanying such materials. Company does not transfer either the title or the intellectual property rights to the Content and retains full and complete title to the Content as well as all intellectual property rights therein .

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: decoart@decoart.com. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify

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us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of this Section 2 or other violation of our Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately and could result in criminal or civil penalties.

Your submissions

Please review this section and the "[PROHIBITED ACTIVITIES](#)" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "[PROHIBITED ACTIVITIES](#)" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights, permissions, consents, and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your (a) breach of this section, (b) violation of any third party's intellectual property rights, or (c) violation of applicable law.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

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If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, reject, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

5. PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

6. PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- PayPal
- Venmo
- Google Pay

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. All prices and estimates for the Services and fees or offers through the Services are quoted and shall be processed in U.S. Dollars. Although we strive to provide accurate pricing information, errors may occur. We reserve the right, but are not obligated, to correct any errors or mistakes in pricing, even if we have already requested or received payment. In the event that the price or related information for the Services (whether in an estimate or otherwise) is incorrect due to an error in pricing or other information, we may,

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at our sole discretion, refuse or cancel the Service provided to you, whether before or after the acceptance thereof.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

7. RETURN POLICY

Please review our Return Policy posted on the Services prior to making any purchases.

8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.

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- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.
- Use the Services to advertise or offer to sell goods and services.

9. USER GENERATED CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Services' Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

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- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

10. CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

If you provide Contributions, you agree to grant and you hereby grant Company a perpetual, irrevocable, transferable, assignable, sublicensable, royalty-free, fully paid-up, worldwide right and license to copy, modify, adapt, reformat, reorganize, translate, excerpt, prepare derivative works of, store, publish, perform, display, license, exploit (commercially or otherwise), and otherwise use and distribute, in all media and

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distribution methods now known or later developed, that Contribution for purposes of making it available to other Services users and the public and for Company's own business purposes (including, without limitation, aggregation, analytics, marketing, development of products and services, and for commercial purposes). We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

Company reserves the right, but does not have the obligation, to, at any time and for any reason: review, prescreen, edit, redact, otherwise modify, reorganize, or recategorize Contributions; delete Contributions from the Services; and archive or otherwise store any Contributions. Company reserves the right to impose limits on Services features (e.g., the ability to provide Contributions) and to restrict your access to all or parts of the Services at any time for any reason, including any breach of these Legal Terms. You understand that, even after removal or deletion, Contributions you have provided may remain viewable to and may have been copied or stored by other Services users and members of the public.

11. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

12. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

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13. PRIVACY POLICY

We care about data privacy and security. For more information on how we collect, use, and disclose the personal information of those individuals who visit, access, or use the Services, please review our Privacy Policy: <https://shop.decoart.com/privacy-policy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

14. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

15. INTERRUPTIONS

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

16. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be entirely performed within the Commonwealth of Kentucky, without regard to its conflict of law principles.

17. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in the State of Kentucky, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Legal Terms.

18. CORRECTIONS

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There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right, but are not obligated, to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

19. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. LIMITATIONS OF LIABILITY

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THIS WEBSITE AND THE CONTENT, INCLUDING, WITHOUT LIMITATION, ANY OF THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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21. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. MARKETINGI COMMUNICATIONS; SMS TEXT MESSAGING

If you sign up or otherwise opt in to receive updates, promotional communications, or related materials from us, we will use your contact information to provide you with promotional and other communications pertaining to our and our affiliates' products and services via email, physical mail, or telephone, as applicable. If you opt in to receiving text messages and/or telephone calls when prompted, we may send you autodialed and other text messages at the telephone number you provide. Consenting to receiving text messages is not required to buy goods or services or to otherwise do business with us. Message and data rates may apply.

Opting Out

If at any time you wish to stop receiving promotional or marketing communications from us, you may opt out by following the unsubscribe instructions in the applicable email or by contacting us as set forth herein. Please note that if you opt out of such marketing or promotional communications, you may still receive communications with us as necessary for administrative purposes such as at your request or pursuant to providing the Services to you.

If at any time you wish to stop receiving SMS messages from us, simply reply to the text with "STOP." You may receive an SMS message confirming your opt out.

Message and Data Rates

Please be aware that message and data rates may apply to any SMS messages sent or received. The rates are determined by your carrier and the specifics of your mobile plan.

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Support

If you have any questions or need assistance regarding our SMS communications, please email us at decoart@decoart.com or call at 1-800-367-3047.

24. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

25. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

26. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Decoart, LLC

49 Cotton Avenue

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