



## **ARTMATR WEBSITE TERMS OF USE**

IMPORTANT: BY ACCESSING AND/OR USING THE WEBSITE (DEFINED BELOW) YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN PLEASE DO NOT ACCESS OR USE THE WEBSITE.

### **1. Acceptance of Terms**

The following agreement consists of the terms and conditions governing your ("you" or "user") access to and use of Artmatr, Inc.'s ("**Company**" or "**We**") website available at: ARTMATR.CO, ARTMATR.IO, ARTMATR.COM and the services, features and content therein (collectively, the "**Website**"). These Terms of Use together with the Artmatr Privacy Policy available at ARTMATR.CO, ARTMATR.IO, ARTMATR.COM ("**Terms**") constitute a binding agreement between you and Company, and by continuing to use the Website (in whole or in part) in any way or manner you agree to abide by, and be bound, by these Terms. If you do not understand and/or agree to these Terms, you should immediately exit the Website and cease making any use thereof.

We may unilaterally change or add to the terms of these Terms at any time. In the event of a material change, We shall notify you by means of a prominent notice on the Website. You should check our Website periodically and review changes to the Terms. By continuing to use the Website following such modifications, you agree to be bound by such modifications. If you are not comfortable with all of the provisions of these Terms, please do not use the Website.

### **2. License**

Subject to the terms and conditions set forth herein, Company hereby grants to you, and you accept, a personal, nonexclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited license to access and view the Website only according to the terms of these Terms. The license shall be granted until terminated in accordance with the terms hereof.

### **3. Limitations on Use**

Except as specifically permitted herein, you agree not to (i) sell, license (or sub-license), lease, assign, transfer, pledge, or share any of your rights under these Terms with/to any third party; (ii) use, transfer, distribute, scrap, copy all or any part of the Website and/or the Company IPR (as defined below); (iii) refer to the Website by use of framing; (iv) make use of the Website in any jurisdiction where same are illegal or which would subject Company or its affiliates to any registration requirement within such jurisdiction or country; (v) use, or encourage, promote, facilitate or instruct others to use the Website for any illegal, harmful or offensive use; (vi) transmit or upload any viruses, spyware or other harmful, infringing, illegal, disruptive or destructive content, messages or files; (vii) access the Website through or use with the Website any unauthorized means, services or tools

including without limitation any data mining, robots, or any other automated means or data gathering and extraction tools, including without limitation in order to extract for re-utilization of any parts of this Website; (viii) perform any act that destabilizes, interrupts or encumbers the Website or its servers or use automatic means, robots or crawlers, that enable sending more request messages to the servers of the Website, in a given period of time, than a human can reasonably send in that time period by using the Website; (ix) copy, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), make any attempt to discover the source code of the Website and/or any other software available on the Website or create derivative works thereof; or (x) penetrate or circumvent or attempt to penetrate or circumvent any technical restrictions or limitations included in the Website or its servers. You are solely responsible for obtaining, paying for, repairing and maintaining all the equipment, software, hardware and services required for getting access to and using the Website.

#### **4. Ownership of Proprietary Rights**

The Website, including without limitation any underlying data, software, platforms, algorithms, technology, design, UI, any featured works, information, services, texts, files, charts, graphs, photos, videos, sound, music, organization, structure, "look and feel" and features, Feedback (defined below) and any modifications, enhancements and derivatives thereof and all Intellectual Property Rights related thereto ("**Company IPR**") are the exclusive property of Company and/or its licensors who retain all right, title and interest in connection therewith.

No transfer or grant of any rights by Company is made or is to be implied by any provision of these Terms or by any other provision contained in the Website with respect to the Company IPR or otherwise, except for the limited license set forth in Section 2 above.

"**Feedback**" means comments, questions, suggestions, ideas, bug notes and user experience reviews regarding the Website.

"**Intellectual Property Rights**" means worldwide, whether registered or not (a) rights associated with works of authorship, designs, mask works and photography including copyrights; (b) trademarks, service marks, domain names, logos, trade names, trade dress, the right to publicity and goodwill rights; (c) patents, patent applications and industrial designs; (d) trade secrets; (e) rights analogous to those set forth herein and any other proprietary rights relating to intangible property; (f) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable) now existing or hereafter filed, issued, or acquired.

#### **5. Privacy**

Company's privacy practices are governed by Company's privacy policy, the most updated copy of which can be found at ARTMATR.CO, ARTMATR.IO, ARTMATR.COM ("**Privacy Policy**").

#### **6. Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE AND/OR THE COMPANY IPR SHALL BE AT YOUR OWN RISK. THE WEBSITE, INCLUDING WITHOUT LIMITATION COMPANY IPR ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND COMPLIANCE WITH REGULATORY REQUIREMENTS.

COMPANY DOES NOT WARRANT THAT THE COMPANY IPR AND/OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE COMPANY IPR OR WEBSITE INCLUDING WITHOUT LIMITATION THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY OR OTHERWISE. WITHOUT DEROGATING FROM THE FOREGOING, THE INFORMATION PROVIDED THROUGH THE WEBSITE MAY BE PARTIAL, OUT-DATED, INACCURATE AND SUBJECT TO CHANGE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OR RELIANCE UPON THE WEBSITE AND/OR ANY OF THE COMPANY IPR. YOU HEREBY ACKNOWLEDGE AND AGREE THAT COMPANY IS UNDER NO CIRCUMSTANCES A PARTY TO ANY TRANSACTION YOU ENTER INTO WITH A THIRD PARTY AS A RESULT OF YOUR USE OF THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **7. Limitation of Liability**

TO THE MAXIMUM PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL COMPANY AND ITS AFFILIATES AND ITS AND THEIR PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTS AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT OR OTHERWISE FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM OR RELATE IN ANY MANNER WHATSOEVER TO YOUR USE OF THE WEBSITE OR COMPANY IPR, OR RELIANCE THEREON OR TO ANY ERRORS, INACCURACIES, OMISSIONS, DEFECTS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY COMPANY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **8. Indemnification**

You agree to defend, indemnify and hold Company and anyone on its behalf, including but not limited to, all of its owners, managers, officers, affiliates, employees, licensors and suppliers harmless against any losses, expenses, costs, claims, damages (including attorneys' fees, expert fees' and other costs of litigation) arising from, incurred as a result of, or in any manner related to: (i) your use of the Website; (ii) any breach of these Terms.

#### **9. Third Party Content**

The Website may contain content provided by third parties and links which may lead to outside services and resources and Company does not screen, monitor or control such content and services. Any concerns regarding any such third party service or resource should be directed to such particular service or resource provider. Such links and content are provided only as an informational resource, simply as a service and only for your convenience. Company is not responsible or liable for such third party service or resource. Without derogating from the foregoing, should you leave the Website and/or view content that is not provided by Company, you do so at your own risk and Company shall not be responsible or liable for damages or losses caused in connection therewith. In as much as you are redirected to linked sites, applications and content, We recommend you to carefully read and abide by the terms of use and privacy policies of such applications, sites and content.

#### **10. Termination**

We may terminate these Terms and/or suspend your right to access or use any portion or all of the Website and/or Company IPR immediately (including without limitations the license set forth in Section 2 above), at our sole discretion without notice. Upon termination you shall immediately cease using the Website and sections 1 and 3-11 shall survive following any termination of these Term.

#### **11. General**

(i) These Terms shall be governed by and construed in accordance with the laws of the state of New York, without regard to the principles of conflict of law therein. The parties consent to the exclusive jurisdiction of the courts of New York, NY. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded; (ii) notwithstanding the foregoing, in the event of breach or threatened breach of any provision of these Terms by you, Company could suffer significant and irreparable harm that could not be satisfactorily compensated in monetary terms, and that the remedies at law available to Company may otherwise be inadequate and Company shall be entitled, in addition to any other remedies to which it may be entitled to under law or in equity, to the immediate ex parte issuance, without bond, of an equitable relief, including without limitation an injunctive relief, in any jurisdiction worldwide. You hereby acknowledge and agree that Company shall not be required to post bond as

a condition to obtaining or exercising any such remedies, and you hereby waive any such requirement or condition; (iii) if any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and shall not cause the invalidity or unenforceability of the remainder of these Terms; (iv) you acknowledge and agree that Company has the right, at any time and for any reason, to redesign or modify the Company IPR and other elements of the Website or any part thereof; (v) these Terms are the entire agreement between you and Company regarding the subject matter herein; (vi) Company may assign these Terms, in whole or in part, in its sole discretion. You are not entitled to assign or otherwise transfer the Terms, or any of your rights or obligations hereunder, to any third party without the prior written consent of the Company. Any unauthorized assignment will be void and of no force or effect; (vii) no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you and Company any rights, remedies or other benefits under or by reason of these Terms; (viii) Company's failure to enforce any rights granted hereunder or to take action against you in the event of any breach hereunder shall not be deemed a waiver by Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches; (ix) all waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion; (x) ANY CAUSE OF ACTION INITIATED BY YOU AND ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED AND YOU SHALL BE DEEMED TO WAIVE ANY CLAIM YOU MAY HAVE IN RESPECT THEREOF.

If you have any further questions or require further clarification, please contact us by sending an e-mail to: [info@artmatr.io](mailto:info@artmatr.io).

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