

## **Adam's Arts Website Privacy Statement**

This document was last updated on January 12, 2015.

### Acknowledgement and Acceptance of Terms

Adam's Arts is committed to protecting your privacy. This Privacy Statement ("Statement") sets forth our current privacy practices with regard to the information we collect when you interact with our website. By accessing the website at [www.adamsarts.com](http://www.adamsarts.com) (the "Site"), you acknowledge and fully understand this Statement and consent to the information collection and use practices described in this Statement. Other than as expressly set forth in this Statement, nothing in or omitted from this Statement limits Adam's Arts' privacy practices.

### Information We Collect and How We Use It

#### Personal Information from Users

Visitors to the Site can purchase goods or services. If you make a purchase, Adam's Arts will request some personal information such as name, address, e-mail address, telephone number, facsimile number, account number and other relevant information. If you purchase by credit card, this information may be forwarded to relevant credit card providers.

Adam's Arts will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your requests for goods or services.
- To protect Adam's Arts from liability as Adam's Arts deems appropriate in its sole discretion.
- To respond to legal process or comply with law.
- In connection with a merger, acquisition, sale or liquidation of Adam's Arts.

### Children's Issues

The Site is not directed to children under 13 years of age, and children under 13 years of age shall not use the Site to submit any individually identifiable information about themselves.

### Changes to This Statement

Adam's Arts, has the discretion to update this Statement from time to time. When Adam's Arts does so, Adam's Arts will also revise the "updated" date at the top of this page. Adam's Arts encourages you to periodically review this Statement to stay informed about how Adam's Arts is helping to protect the personal information Adam's Arts collects. Your continued use of the service constitutes your agreement to this Statement and any updates.

### Contacting Adam's Arts

If you have questions regarding this Statement, its implementation, failure to adhere to this Statement and/or Adam's Arts's general practices, please contact Adam's Arts at [adamsarts@cox.net](mailto:adamsarts@cox.net).

Adam's Arts will use whatever efforts it deems appropriate to respond and resolve any problem or question.

## Terms of Use Agreement

Effective Date: This Terms of Use Agreement (the "Agreement") was last updated on March 27, 2010.

This Terms of Use Agreement sets forth the standards of use of the website at [www.AdamsArts.com](http://www.AdamsArts.com) (the "Site") operated by Adam's Arts, ("Adam's Arts" or "we" or "us"). By using the Site, you ("you" or the "User") agree to these terms and conditions. If you do not agree to the terms and conditions of this Agreement, you should immediately cease all usage of the Site. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at the Site. Your continued use of the Site after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### 1. Description of Service

Adam's Arts is providing User with access to buy artwork. Each User must provide (1) all equipment necessary for his or her own Internet connection and (2) provide for User's access to the Internet, and (3) pay any fees related to such connection.

### 2. Disclaimer of Warranties.

The Site is provided Adam's Arts on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Adam's Arts makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Site in terms of its correctness, accuracy, reliability, or otherwise. Adam's Arts shall have no liability for any interruptions in the use of the Site. Adam's Arts disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore, the above-referenced exclusion may be inapplicable.

### 3. Limitation of Liability

ADAM'S ARTS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR ADAM'S ARTS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF ADAM'S ARTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE.

#### 4. Indemnification

User agrees to indemnify and hold Adam's Arts, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including attorneys' fees and costs, made by any third party due to or arising out of User's use of the Site, the violation of this Agreement, or violation of any law by User.

#### 5. Modifications and Interruption to Site

Adam's Arts reserves the right to modify or discontinue the Site with or without notice to the User. Adam's Arts shall not be liable to User or any third party should Adam's Arts exercise its right to modify or discontinue the Site. User acknowledges and accepts that Adam's Arts does not guarantee continuous, uninterrupted or secure access to the Site, and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of Adam's Arts's control.

#### 6. Information for Customers

Unless otherwise stated, all prices on the Site are in U.S. Dollars. Customers (that is, purchasers of items from the Site) are responsible for paying all fees and applicable taxes in a timely manner with a valid payment method. If a Customer's payment method fails, Adam's Arts may collect fees owed using other collection mechanisms.

#### 7. Governing Jurisdiction of the Courts of Kansas

The site is operated and provided in the State of Kansas. As such, we are subject to the laws of the State of Kansas, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that the Site or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access the Site you agree to do so subject to the internal laws of the State of Kansas.

8. All images on the Site are owned by Adam's Arts and may not be reproduced or used in any manner without the express written permission of Adam's Arts and, if appropriate, the relevant artist. Copyright © 2010 Adam's Arts. All rights reserved. All physical artwork is owned solely by the Adam's Arts and are subject to United States and International copyright laws.

#### 9. Other Terms

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by Adam's Arts in its sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a User. User agrees that by accepting this

Agreement, User is consenting to the use and disclosure of his or her personally identifiable information and other practices described in the Adam's Arts Privacy Statement.