

# Terms of Service

Move in Colors provides a service for Viewing, Exhibiting(Virtually and in Presence) and Promoting original works of art through our website, accessible at [www.moveincolors.com](http://www.moveincolors.com) (the “**Site**”) with any services, software, tools, features or functionality made available by Move in Colors (each, a “**Service**” and collectively, the “**Services**”). Please read carefully the following terms and conditions (“**Terms**”). These Terms and any other policies linked to herein, govern your access to and use of the Services, and constitute a binding legal agreement between you and Move in Colors.

Certain areas of the Services and your access to certain Services may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Services or for access to specific Services, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Services.

**PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. IF YOU WANT TO OPT-OUT OF THE AGREEMENT TO ARBITRATE, YOU MAY DO SO PROVIDED YOU FOLLOW THE PROCEDURES SET FORTH BELOW IN THE SECTION ENTITLED “AGREEMENT TO ARBITRATE”. THE DISPUTE RESOLUTION SECTION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A PROPOSED CLASS. THESE TERMS ALSO INCLUDE A WAIVER OF YOUR RIGHTS TO A TRIAL BY JURY IRRESPECTIVE OF WHETHER YOU AGREE TO ARBITRATE YOUR CLAIMS.**

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES A WORK ON OR THROUGH THE SERVICES OR BY POSTING ANY CONTENT ON THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.

If you accept or agree to these Terms on behalf of a company/group or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

## Modifications to these Terms

Move in Colors reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the “Last Updated Date”. By continuing to access or use the Services after we have posted a modification on the Services or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services. We encourage you to check back regularly to review these Terms.

## Modifications to the Services

We reserve the right to change the URL, modify or discontinue, and restrict or block access to, the Services without notice to you. We may modify or remove any Original Works of Art (as

defined below), Digital Works (as defined below), Move in Colors Content (as defined below) or Member Content (as defined below) from the Services at any time without notice to you, including the removal of any works of art or content that we believe to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

Occasionally, there may be information on the Services that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any such information on the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Services, except as required by applicable local, state, federal or international laws, regulations, or statutes. No specified update or refresh date applied to the Services should be taken to indicate that all information on the Services has been modified or updated.

## **Eligibility**

The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 or older.

## **Account Registration**

In order to list a work on the Services, (other than users who utilize the guest checkout option), you must first create an account (“**Account**”) by completing our registration process. During the registration process you will be required to provide certain information and you will establish a username and a password. Upon completion of our registration process or by utilizing our guest checkout option you will become a “**Member**.” You agree to provide accurate, current and complete information during the registration process. Move in Colors reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Move in Colors of any unauthorized use of your Account.

## **Listing Works on the Services**

As a Member, you may submit listings for original works/performance of art that you have created and that you desire to display through the Services. You may not submit listings for Original Works/Performance of Art that were created by another artist. As a Member you may also submit listings for digital images of works of art that you have created and that you desire to display through the Services. You may not submit listings for Digital Works that were created by another artist. In order for your listings to be accepted, you must provide Move in Colors with all the information requested by Move in Colors and you must comply with any other Move in Colors requirements as identified to you. Your listings must be accurate and complete and comply with Move in Colors then-current listings content guidelines, Move in Colors reserves the right to edit any listings to ensure that they comply with these guidelines. You acknowledge that your listings may not be immediately searchable by keyword or category for several hours (or up to 24 hours or more in some circumstances). The placement of your listings in search and browse results may be based on factors that include without limitation title, keywords.

You acknowledge that Move in Colors reserves the right to promote Original Works of Art/Performance and/or Digital Works. You always retain the right to remove a listing for an Original Work of Art/Performance or Digital Work from the Services – please see below for instructions.

If you want to remove a listing for an Original Work of Art/Performance or Digital Work from the Services you must go to your account, click on the image you want to delete and then click on Delete and follow the steps set forth on that page.

## **Responsibility for Works**

You acknowledge and agree that you are solely responsible for all Original Works of Art/Performance and Digital Works that you make available through the Services. Accordingly, you represent and warrant that: (i) as to Original Works of Art/Performance that you make available through the Services, you are the creator of all such Original Works of Arts/Performance and you are the sole and exclusive owner of all such Original Works of Art/Performance; (ii) as to Digital Works that you make available through the Services, you are either the sole and exclusive owner of all such Digital Works or you have all rights, licenses, consents and releases that are necessary to grant to Move in Colors the rights in such Digital Works as contemplated under these Terms; and (iii) neither the Original Works of Art/Performance nor Digital Works that you make available through the Services nor Move in Colors's use and exploitation thereof as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, intellectual property rights or other third party rights, or result in the violation of any applicable law or regulation.

## **Colour**

You understand and agree that Move in Colors uses commercially reasonable efforts to display the colours of Original Works of Art/Performance and Digital Works accurately via the Services. However, because individual computer monitors/Mobiles may display colours differently, Move in Colors is not responsible for the colour accuracy of any Original Works of Art/Performance or Digital Works displayed on the Services, and disclaims all liability in this regard.

## **Member Content**

In addition to submitting listings for Original Works of Art/Performance and Digital Works, Move in Colors may, in its sole discretion, designate areas of the Services in which Members can post, upload, publish or submit text, graphics, audio, video, images of works of art or other content on or to the Services (individually or collectively, "**Member Content**"). "Member Content" excludes any images of Original Works of Art or Digital Works for which a Member submits a listing, Move in Colors does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that a Member may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for any Member Content that you make available on or through the Services. You represent and warrant that: (i) you are the sole and exclusive owner of all Member Content that you make available on or through the Services or that you have all rights, licenses, consents and releases that are necessary to make available such Member Content and to grant all rights and licenses in such Member Content as granted under these Terms; and (ii) neither the Member Content nor your making available any Member Content on the Services nor any use of any Member Content as permitted under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## **General Prohibitions**

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that(i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other

intellectual property rights, or rights of publicity or privacy, intellectual property rights or other third party rights; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities, products or substances.

- Use, display, mirror or frame the Services, or any individual element within the Services, Move in Colors name, any Move in Colors trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Move in Colors's express written consent;
- Attempt to probe, scan or test the vulnerability of any Move in Colors system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Move in Colors or any of Move in Colors's providers or any other third party (including another user) to protect Services, Move in Colors Content or Member Content;
- Attempt to access or search Services, Move in Colors Content or Member Content or download Move in Colors Content or Member Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Move in Colors or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Move in Colors trademark, logo URL or product name without Move in Colors's express written consent;
- Use Services, Move in Colors Content or Member Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use Services, Move in Colors Content or Member Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services, Move in Colors Content or Member Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Move in Colors will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Move in Colors may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Move in Colors has no obligation to monitor your access to or use of the Services or to remove any Member Content, but has the right to do so for the purpose of operating the Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Move in Colors reserves the right, at any time and without prior notice, to remove or disable access to any Member Content, listings for Original Works of Art or Digital Works, Move in Colors Content or any other text, graphics,

images, music, audio, video, information or other content or material that Move in Colors, at its sole discretion, considers to be objectionable, in violation of these Terms or otherwise harmful to the Services.

## **Move in Colors Intellectual Property**

The Services and Move in Colors Content are protected by the Law of Italy and foreign countries. You will not remove, alter or obscure any service mark or other proprietary rights notices incorporated in or accompanying the Services or Move in Colors Content.

## **Links**

The Services may contain links to Member's / third-party websites or resources. You acknowledge and agree that Move in Colors is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Move in Colors of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **Termination and Account Cancellation**

If you breach any of these Terms, Move in Colors will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. Move in Colors reserves the right to revoke your access to and use of the Services, Move in colors Content and Member Content at any time, with or without cause. In the event Move in Colors terminates these Terms for your breach, you will remain liable for any amounts due hereunder. You may cancel your Account at any time by sending an email to **info@moveincolors.com**.

## **Fees**

The Fees collected by the association are registered as association costs. The Fees cannot be refunded or adjusted, only if some special case (i.e. in the event the group exhibition or other organized exhibition donot meet their minimum requirement, the person/artis/group paying and submitting their work can obtain refund of the paid amount).

## **Donations**

All Donations collected by the Association cannot be refunded or adjusted

## **Payments**

All fees/donations or any other payment may be paid directly online (via Paypal or other agreed form)

## **Changes**

We reserve the right, with or without prior notice, to: change descriptions or references to artworks, products, subscriptions, software or services; limit the available quantity of any artworks, products, subscriptions, software, or services; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any user of the Services with any products, subscriptions, software or services. We may modify any points, rewards, or the terms that govern their usage, at our sole discretion, and such modifications may make the points or rewards more or less common, valuable, effective, or functional.

## **Disclaimers**

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MOVE IN COLORS OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. NO ACTION SHOULD BE TAKEN OR PURCHASE MADE BASED UPON ANY OF THE INFORMATION CONTAINED IN THE SERVICES. YOU SHOULD SEEK INDEPENDENT ADVICE FROM A PROFESSIONAL AND/OR A PERSON WHO IS KNOWLEDGEABLE IN THE APPLICABLE AREA BEFORE ACTING UPON ANY OPINION, ADVICE, OR INFORMATION CONTAINED IN THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, MOVE IN COLORS DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF MEMBERS OR OTHER USERS OF THE SERVICES, NOR DOES MOVE IN COLORS MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ANY MEMBERS OR USERS OF THE SERVICES. MOVE IN COLORS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

## **Indemnity**

You agree to defend, indemnify, and hold Move in Colors, its founders, members, associates harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services, Move in Colors Content or Member Content, or your violation of these Terms.

## **Limitation of Liability**

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Services, Move in Colors Content and Member Content remains with you. Neither Move in Colors nor any other party involved in creating, producing, or delivering the Services, Move in Colors Content or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Services, Move in Colors Content or Member Content, or from any communications, interactions or meetings with other Members or users of the Services or other persons with whom you communicate or interact as a result of your use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Move in Colors has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

## **Proprietary Rights Notices**

All trademarks, service marks, logos, trade names and any other proprietary designations of Move in Colors used herein are trademarks or registered trademarks of Move in Colors or its licensors. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

