

TERMS AND CONDITIONS

1. The mobile application ARTSTEL (the "Application") is provided to you for your personal entertainment, information, education, and communication through our content and interactive functionality available via the Internet (the "Services").

Please read these Terms and Conditions carefully. The Terms and Conditions include our policy for acceptable use of the Services, as well as your rights, obligations and restrictions regarding your use of the Services. We grant you a limited, revocable, non-exclusive license to access the Services for your own personal use, subject to the Terms and Conditions. Use of the Services beyond the scope of authorized access granted to you terminates this permission.

By signing up for the Services, or otherwise accessing or using the Application and/or Services, you accept, without limitation or qualification, that you are entering into a legally binding agreement with ARTSTEL LLC ("ARTSTEL," or "we," "us," or "our"), a California Limited Liability Company, which includes these Terms and Conditions and our Privacy Policy. You are only authorized to use the Services if you agree to abide by these Terms and Conditions and all applicable laws in the use of the Application and the Services. If you do NOT accept the Terms and Conditions and the Privacy Policy, then you must immediately discontinue your use of the Application and the Services.

2. **Modification.** We may modify these Terms and Conditions from time to time and each modification will be effective upon posting within the Application, which serves as notice to you. You should review the Terms and Conditions and the Privacy Policy. Your continued use of the Application and/or Services after such posting constitutes your acceptance of the changes.
3. **Your Member Profile.** When you create a profile online, that profile is included in a searchable database on the Application, which can be accessed by other Members via the Application. We cannot control the use of any information that is in your profile by any third party. Therefore, any posting to your profile that includes any personal information, including but not limited to your phone number, address, email address, or bank account information is done at your sole risk.
4. **Content on the Application.** You understand that all information, data, text, sound, photographs, graphics, video, messages, software, tags, advertisements

or other materials, excluding our Application Content as defined below ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. You control all Content that you upload, post, transmit or otherwise make available through the Services ("Member Content"), which means you, and not ARTSTEL, are responsible for any liability associated with such Content that you post, transmit, or otherwise make available through the Services. We do not control the Content posted through the Services and, as such, we do not guarantee the accuracy, integrity, or quality of such Content and disclaim any and all liability in connection with such Content. The opinions expressed in postings or other Content provided through the Services are not necessarily those of ARTSTEL or its owner, content providers, advertisers, sponsors, affiliates, or related entities. You understand that by using the Services you may be exposed to Content that is inaccurate, offensive, indecent, objectionable, or that contains errors or omissions. You understand that we reserve the right, but are not obligated, to pre-screen, regularly review, monitor, delete, or otherwise change the Content associated with the Services. We do, however, reserve the right to do so at any time in our sole discretion for any reason or no reason, and to delete any Content with or without notice. Under no circumstances will we be liable in any way for Content, including but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available through the Services.

You also understand and agree that any action or inaction by us or any of our directors, officers, stockholders, employees, consultants, agents, or representatives (collectively, "our representatives" and individually "our representative") to prevent, restrict, redress, or regulate Content, or to implement other enforcement measures against any Content, conduct or potential Terms and Conditions violations is undertaken voluntarily and in good faith, and you expressly agree that neither we nor any of our representatives will be liable to you or anyone else for any action or inaction to prevent, restrict, redress or regulate Content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms and Conditions.

5. **Responsibility for Your Content (Member Content).** You are solely responsible for the Content you submit or make available for inclusion through the Services ("Member Content") and the consequences of posting or publishing it. In connection with Member Content, you represent and warrant that you own

or have the necessary licenses, rights, consents, and permissions to use and authorize ARTSTEL to use all trademark, copyright, or other proprietary rights in and to any and all Member Content to enable inclusion and use of the Member Content in the manner intended, including display and reproduction of the Member Content on the Application, by the Services and the Terms and Conditions; you agree that you will not submit Member Content that violates these Terms and Conditions.

Because ARTSTEL does not permit infringement of intellectual property rights through the Services, we will remove Member Content if properly notified that such Member Content infringes on another's intellectual property rights and at our sole discretion.

ARTSTEL does not endorse any Member Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with Member Content. You agree that you will not submit Member Content that violates these Terms and Conditions, or material contrary to applicable local, national, and international laws and regulations.

- 6. Member Content: Ownership and Licenses.** We do not claim ownership rights over your Member Content. However, you grant us the following worldwide, royalty-free, and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display Member Content through the Services, solely for the purpose for which such Member Content was submitted or made available. This limited license exists only for so long as you elect to include Member Content through the Services and it will terminate at the time you remove or we remove such Member Content from the Services. You grant each user of the Services a non-exclusive license to access your Member Content through the Services, and to use, reproduce, distribute, display, and perform such Member Content as permitted through the functionality of the Services and under these Terms and Conditions.

Notwithstanding the foregoing, you understand and agree that once Member Content is incorporated into other aspects of the Services by ARTSTEL and/or its members, ARTSTEL is under no obligation to delete or ask or require other ARTSTEL members to delete other Member Content (e.g., messages sent by one user to another user via the Application) and therefore, such Member Content may continue to appear and be used through the Services indefinitely pursuant to an irrevocable, worldwide, royalty-free license. You understand and agree that

we may retain, but will not display, distribute, or perform, server copies of Member Content that have been removed or deleted.

7. **What We Own.** All material we make available on the Application and through the Services, including, but not limited to, software, software documentation, all informational text, design of and “look and feel,” layout, photographs, graphics, audio, video, messages, messaging, design and functions, files, documents, images, and other materials whether publicly posted or privately transmitted as well as all derivative works thereof (collectively, the “Application Content”), are owned by us or other parties that have licensed their material or provided services to us, and are protected by copyright, trademark, trade secret, and other intellectual property laws. All ARTSTEL trademarks and service marks, logos, slogans, and taglines are the property of ARTSTEL. All other trademarks, services marks, logos, slogans, and taglines are the property of their respective owners. Except as otherwise specifically provided herein, nothing should be construed as granting any license or right to use any trademarks, service marks, logos, slogans, or taglines displayed on ARTSTEL without our express written permission, or the express written permission of such third party that may own the trademarks, service mark, logo, slogan, or tagline.
8. **Permitted Use of Content.** You may access Member Content for your information and personal, non-commercial use solely as intended through the provided functionality of the Services. All Member Content and Application Content are provided to you “AS IS” and “AS AVAILABLE” for your information and personal, non-commercial use only, to be used solely as intended through the provided functionality of the Services and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent by us or the respective owners, and it may not be used in any way prohibited under the Terms and Conditions.
9. **Copyright Infringement Policy.** In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable laws, we have adopted a policy of disabling or terminating, in appropriate circumstances and at our sole discretion, the account of any ARTSTEL member who infringes the intellectual property rights of others (including you, us, or any third party). If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify us by providing a notification containing the following details:

- Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- Your contact information so that we can contact you (for example, your physical mailing address, telephone number, or email address);
- A statement that you have a good faith belief that the use of the material identified is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed; and
- Your physical or electronic signature.

Then send this notice via email to info@artstel.co.

If material that you have posted to the Services has been taken down, you may file a counter-notification that contains the following details:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address and telephone number;
- A statement that you consent to the jurisdiction of the Federal District Court for judicial district in which your address is located or, if your address is outside of the USA, for any judicial district in which ARTSTEL may be found and that you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA; and
- Your physical or electronic signature.

Then send this notice via email to info@artstel.co.

10. **Member Accounts.** In order to participate in the Services, you must meet the eligibility requirements for membership listed here and create an account. You represent and warrant that all information you provide during registration and through the Application is truthful, accurate, and complete and that you will update and maintain the accuracy of such information. All members will receive a password and are responsible for maintaining confidentiality of such password. Each member's right to use the Services is personal to the member, and members are entirely responsible for any and all activities that occur under their account whether authorized or not authorized. You agree to notify ARTSTEL of any unauthorized use of your account or any other breach of security known or that should be known to you. You acknowledge and agree that you are solely responsible for your interaction with other members of the Service, and that we have no obligation to monitor or resolve disputes between members of the Service.

11. **Member Conduct.** You may not use the Services for any purpose that is unlawful or prohibited by the Terms and Conditions and/or any applicable additional terms. Your access to the Services may be terminated immediately, in our sole discretion, with or without notice, if you fail to comply with any provision of the Terms and Conditions and/or additional terms, or for any other reason, or no reason. You expressly agree not to:

- Act as an agent, affiliate, or representative of the Services and utilize the Services or Member Content or Application Content for any commercial purpose other than for which the Services is intended without our express written permission,
- Access, monitor or copy any content or information of the Services using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission,
- Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionate burden on our infrastructure, or

The following behaviors or activities are strictly prohibited when using the Services by any member:

- Strong, vulgar, obscene, or otherwise harmful language,
- Racially, ethnically, or otherwise, objectionable language,
- Harassing, intimidating, stalking, or threatening other ARTSTEL members,

- Posting, distributing, transmitting, or promoting pornography, sexually explicit content, or content that otherwise depicts nudity,
- Posting, distributing, transmitting, or promoting imminently dangerous content,
- Libelous, defamatory or otherwise tortious language,
- Online vandalism,
- Impersonation of another person,
- Posting, distributing, transmitting, or promoting illegal Content,
- Using fraudulent means to obtain money or personal information from Users,
- Invasion of another's privacy,
- Actions that are hurtful to minors,
- Using the Application to do anything unlawful, harmful, malicious, misleading, fraudulent, or discriminatory,
- Using the Application if you are a convicted sex offender,
- Posting, providing, transmitting, or otherwise making available any materials or information infringing on the rights of a third party,
- Posting, providing, transmitting, or otherwise making available any junk mail or spam, and
- Posting, uploading, emailing, or otherwise transmitting any material that contains any malicious computer code, or reverse engineering or hacking any materials associated with the Services and,
- Soliciting the log-in information or accessing an account belonging to someone else.

We maintain a policy of cooperation with any law enforcement authorities or court order requesting or directing ARTSTEL to disclose the identity of anyone posting any such information or materials. We have the right, but not an obligation, to strictly enforce the Terms and Conditions through self-help, moderation, active investigation, litigation and prosecution.

12. **Termination of Service.** You agree that ARTSTEL, in its sole discretion, has the right, but not the obligation, to delete or deactivate your member account, block your IP address, or otherwise terminate your access to or use of the Services, or

any part thereof, immediately and without notice, and remove and delete any Member Content on the Services, for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions. Further, you agree that ARTSTEL will not be liable to you or any third party for any termination of your access to the Services. Further, you agree not to attempt to use the Services after your member account has been terminated.

You agree that if you are dissatisfied with the Services, if you do not agree with any part of the Terms and Conditions, or if you have any other dispute or claim with or against us with respect to the Terms and Conditions or the Services, your sole and exclusive remedy is to discontinue using the Services.

13. **Links.** The Services may provide links to other websites or resources and other websites may provide links to our Application with or without authorization. Because we have no control over such third party websites and resources, you acknowledge and agree that ARTSTEL is not responsible for the availability of such external websites and resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such third party websites or resources. You further acknowledge and agree that we will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any such content, goods or services available on or through any such third party website or resource and any such use is at your own risk and is subject to the terms and conditions of use and privacy policy applicable to such websites and resources.
14. **Indemnity.** You agree to defend, indemnify, and hold ARTSTEL, our owner, and each of its subsidiaries, affiliates, directors, officers, agents, vendors, or other partners, employees, and contractors harmless from any claim or demand, including attorneys' fees and costs, made by any third party due to or arising out of any Content, material, or information posted, provided, transmitted, or otherwise made available by you on or through the Services, by your violation of the Terms and Conditions, or by your violation of any third party right, including without limitation any copyright, property, or privacy right.
15. **Trademark Information.** All trademarks included in the Services are the property of their respective owners. Nothing contained in the Services may be

construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark.

16. **Disclaimer of Warranties / Limitation of Liability.** You understand and agree that the Services are provided "AS-IS" or "AS AVAILABLE," and that we assume no responsibility for your ability to (or any costs or fees associated with your ability to) obtain access to the Services, nor do we assume any liability for the failure to store or maintain any user communications or personal settings.

No advice or information, whether oral or written, obtained by you from the Services shall create any warranty not expressly stated in these Terms and Conditions. In no event shall ARTSTEL or its owner, or affiliates, be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit damages, loss of or damage to reputation, or loss of information, arising from your use of the Services even if we have been advised of the possibility of such damages.

Some jurisdictions do not allow the disclaimer, exclusion, or limitation of incidental or consequential damages, so the foregoing disclaimer, exclusion, and limitation may not apply to you, and you may have other legal rights that vary according to jurisdiction. In no event will damages provided by law, if any, apply unless they are required to apply by law, notwithstanding their exclusion by contract.

We disclaim all liability for any loss or damage arising out of your communications or dealings with any other users of the Services. Your communications or dealings with such users are solely between you and them, although we reserve the right to monitor disputes between you and them.

Our maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, shall at all times be limited to the greater of (1) the amount paid, if any, by you to us in connection with the Services in the twelve (12) months prior to the action giving rise to the liability, or (2) 100.00 USD. You and ARTSTEL agree that any cause of action arising out of or related to the Services must commence within one (1) year after the cause of action accrues; otherwise, such cause of action is permanently barred.

17. **General.** If there is any claim or dispute about or involving the Services, you agree that the claim or dispute will be governed by the laws of the State of

California, United States of America, without regard to conflict of law provisions. You agree to and hereby submit to exclusive personal jurisdiction and venue in the state and federal courts located in the County of San Francisco, California and the Northern District Court, California, respectively, with respect to any such matters, and you agree to waive any and all objections to jurisdiction and to venue. The Services are controlled and offered by ARTSTEL in the United States and we make no representation that materials associated with the Services are appropriate or available for use in other locations, and accessing them from jurisdictions where the content is illegal is prohibited. Those who choose to use or access the Services from other jurisdictions do so on their own initiative and are responsible for compliance with local laws.

You affirm that you are more than eighteen (18) years of age and are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms and Conditions, and to abide by and comply with the Terms and Conditions. The Services are not intended for persons under eighteen (18) years of age. If you are under eighteen (18) years of age, then please do not use the Services.

Our failure to exercise or enforce any right or provision of the Terms and Conditions will not operate as a waiver of such right or provision. If any provision of the Terms and Conditions is unlawful, void, or unenforceable, that provision is deemed severable and does not affect the validity and enforceability of any remaining provisions.