

TERMS OF USE

Last Updated: October 2025

Terms

A Entertainment (“**A Entertainment**”, “**us**”, “**we**”, or “**our**”) provides a website application under the name “Artamon” and related services that allows individuals and companies to conduct sell their product and services, or acquire third party products or services (“**Services**”), and we make such Services available internationally via one or more of our websites and/or associated services (collectively, the “**Site**”). By accessing or using our Site, you (the “**Customer**” or “**you**”) agree to be bound by these Terms of Use (“**Terms**”). Our Privacy Policy, Cookie Policy, and all other policies applicable to your use of the Site (collectively, the “**Additional Policies**”) are incorporated by reference into these Terms. We may periodically make changes to these Terms and shall notify you by posting a revised version on our Site. The revised Terms will become effective upon publication and your continued use of our Site and Services will constitute acceptance of the revised Terms.

FOR ALL CUSTOMERS RESIDING IN THE UNITED STATES, PLEASE BE ADVISED THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE, WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT-OUT. UNLESS YOU OPT OUT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Platform

We are a platform that allows registered users to conduct auctions (the “**Auctions**”) in order to acquire (in this capacity, “**Buyer**”) and sell (in this capacity, “**Seller**”) various products and services, including, without limitation, those related to entertainment, arts and ancillary professional services. The price at which the such products or services are bought or sold is determined by the Auction (and not by us). As a marketplace, we do not control the Auctions conducted on the Site. We are not a party to contracts for sale between Sellers and Buyers, a traditional auctioneer nor are we in the business or providing services other than the Services. We are not responsible in any way for the provision of services offered in connection with any Auction. We are not a merchant of record, consultant, or contractor. We are not an employment agency. Except as provided herein, you shall solely look to the applicable Buyer or Seller for the facilitation of services or payment of the winning bid relating to an Auction. We are merely operating the Site that helps you conduct the Auctions. We do however request that you, in your capacity as either a Buyer or a Seller, honor your commitments and act with integrity.

While we may provide pricing, shipping, listing and other guidance on the Site, such guidance is solely informational (without any warranty as to accuracy). We have no control over and do not guarantee the existence, quality, safety or legality of the Auctions; the truth or accuracy of the user's content or listings; the ability of Sellers to sell services through the Auctions or Buyers to pay for them; or that a Buyer or Seller will complete a transaction.

When using, accessing, or purchasing particular services or features of the Site, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into these Terms.

Your Account

In order to list, sell or purchase your services through the Auctions you must register an account ("**Account**") with us and agree to accept the terms in these Terms. You must be at least 18 years old and must be able to enter into legally binding contracts. If you are registering with us for a business entity, you represent that you have the authority to legally bind that entity. If you are registering for a business entity, you agree that you are legally binding all personnel of that business who use the Site and shall indemnify and otherwise hold us harmless if any such person breaches any of these Terms.

When opening an Account to participate in Auctions you must provide complete and accurate information including but not limited to your full name, address, and email address. If your registration information changes at any time, you must promptly update your details in your Account. We reserve the right to temporarily or permanently suspend Accounts with incomplete or inaccurate information.

You are solely responsible for maintaining the confidentiality of your Account information and password. You are solely responsible for any activity relating to your Account. Your Account is not transferable to any other party.

Privacy and Communications

All communications between you and us (including communications with our service providers, our parent company and/or our affiliates) are subject to our Privacy Policy.

In addition, if you reside in the United States, you understand and agree that we may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with us or our agents for quality control and training purposes or for our own protection.

Fees and Other Charges

We charge a commission for conducting an Auction through the Site and/or otherwise using our Services in the amount of 10% of the final winning Auction bid (collectively referred to as "**Service Fees**"). We may in our sole and absolute discretion change our Service Fees at any

time, including after you start your Auction. Any applicable Service Fees including any taxes if applicable will be disclosed to you prior to starting an Auction.

If you as a Seller or Buyer do not fulfill your contractual obligations under these Terms, we may ban you from any further use of the Site and our Services.

Conducting Auctions

You must comply with all applicable laws and regulations and the terms of these Terms when conducting Auctions.

When creating an Auction you must set (i) increments by which bids in the Auction could be increased, (ii) a maximum price for which you are willing to buy and/or sell, as applicable, your services, and (iii) time period during which the Auction will be conducted. Once the Auction is created, and approved by the Site, it goes live, in accordance with the parameters you set. Once the Auction is closed, no more bids are accepted, and even if you wanted to, but failed, for any reason, to place a bid while it was open. Once the winning bid is determined, the Customer who placed the winning bid is determined to be the winner of the Auction and obligated to either sell or buy the services for which the Auction is conducted from the Customer who was conducting the Auction. If a bid is placed that is in excess of the set maximum price for the Auction, that bid automatically shall be determined to be the winning bid.

The contract to buy or sell the services after the Auction is complete is entered into by the parties outside of the Site, directly between the parties, without any participation on the part of the A Entertainment or the Site.

Taxes

You are responsible for determining whether any taxes are due on the proceeds generated through the Auction, and for collecting and remitting such taxes. Service Fees include any applicable sales, use, excise, value added, service and other indirect taxes.

You agree that we are not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on your behalf, except where we are required by law to calculate, collect, and remit sales tax on your sales. You shall indemnify and hold us and (if applicable) any parents, subsidiaries, affiliates, officers, directors, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by us that arise out of any third party or governmental claim that involves, relates to or concerns (i) any local, regional, country, or international tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning our tax status.

Term and Termination

These Terms shall commence on the date that you register an Account with us and will continue for an indefinite period unless terminated in accordance with these provisions.

You may terminate these Terms at any time by contacting info@artamon.com. In the event that you request that we close your Account, we will treat your request as termination of these Terms. Without limiting our rights herein, we may terminate these Terms at any time by giving at least thirty (30) days' notice via email to your registered email address. We will then close your Account.

Termination of these Terms shall not affect the rights or liabilities of either party accrued prior to and including the date of termination or expiry and/or any terms intended expressly or by implication to survive termination or expiry.

Site Changes and Availability

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Site, the Services or any part of the Site or Services with or without notice for any reason. We perform regularly-scheduled maintenance. While we do our best to avoid customer impact, the Site or our Services may be temporarily unavailable during maintenance periods.

Abusing Our Site and Services

When using our Site and Services, you agree that you will **not** do any of the following:

- contact or invite contact with other users for any reason other than the purpose for which you received the user's contact information from us or to solicit sales outside of our Site;
- behave in an abusive manner to any of our employees or other users;
- violate any applicable third party terms of service (for instance, when using our mobile applications);
- breach or circumvent any laws, third party rights or our Additional Policies;
- post false, inaccurate, misleading, defamatory or libelous content;
- fail to fulfill your contractual obligations regarding the sale or purchase of services through an Auction;
- use our trademarks without our prior written permission;
- copy, reproduce, reverse engineer, modify, create derivative works from, distribute or publicly display any content (except for your information) or software from our Site or Services without our prior express written permission and the appropriate third party, as applicable;
- use any robot, spider, scraper or other automated means to access our Site or Services for any purpose without our express written permission;
- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- interfere or attempt to interfere with the proper working of our Site or Services or any activities conducted on or with our Site or Services;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Site or Services;
- commercialize any of our applications or any information or software associated with such application;

- export or re-export any of our applications or tools except in compliance with the export control laws of any relevant jurisdiction and in accordance with posted rules and restrictions; or
- do anything else that we determine, in our sole reasonable discretion, misuses the Site or Services or otherwise negatively impacts our marketplace.

In our effort to protect our Buyers and Sellers we may screen Auction listings for signs of fraud using algorithms or automated systems, which may result in automatic cancelation of listings and temporary or permanent suspension of accounts. If your Auction is canceled in error, or your Account suspended in error, please contact us and we may reinstate your Account or listing, in our sole and absolute discretion.

Content

You own and are solely responsible for any content including images, text, audio or other materials that you submit (“**User Content**”) to the Site. By submitting User Content, you grant us a non-exclusive, worldwide, perpetual (or for the duration of any copyright or other rights in such content), irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right to use, reproduce, distribute, create derivative works from, publicly perform, display, store, or publish in any way, in any media known now or in the future. You grant us the right to use your name or image in association with your User Content, if we so choose. Further, to the fullest extent permitted under applicable law, you waive your moral rights in the content and promise not to assert such rights against us, our sublicensees or assignees.

You represent and warrant that the User Content: (a) is owned by you or you control all necessary rights to it; (b) does not violate, misappropriate or infringe on the rights of any third party including intellectual property rights, privacy rights or publicity rights; (c) is accurate, not obscene, false, libelous or defamatory; and (d) will not cause injury to any person, entity or system. You will indemnify us for any and all claims resulting from your User Content. We have the right but not the obligation to monitor, edit or remove your User Content. The User Content is not confidential and we will not be liable for its use or disclosure. The sale of stolen property on our Site is strictly forbidden and violates local, country and international law. We strongly support law enforcement efforts to recover stolen property that is listed on the Site, and we urge the prosecution of those responsible for knowingly attempting to sell such items on the Site. Stolen property includes items taken from private individuals, as well as property taken without authorization from companies or governments.

If you submit ideas, suggestions, documents, and/or proposals (“**Ideas**”) to us, you do so voluntarily and with no expectation of confidentiality. By submitting Ideas, you grant us ownership of the Ideas to use for any purpose, in any way, in any media now known or in the future and throughout the universe without any obligation or payment. You understand that we may have something similar to the Ideas under consideration or in development.

We do not guarantee the accuracy, integrity, quality or appropriateness of any User Content. You acknowledge that we simply act as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution

of any content posted by users in response to User Content. You understand that all User Content posted on, transmitted through or linked through the Site, are the sole responsibility of the person from whom such User Content originated. You understand that we do not control and are not responsible for User Content made available through the Service, and that by using the Site, you may be exposed to User Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any User Content.

You further acknowledge that we have no obligation to screen, preview, monitor or approve any User Content. However, we reserve the right to review and delete any User Content that, in its sole judgment, violates the terms and conditions of these Terms. By using the Site, you agree that it is solely **YOUR RESPONSIBILITY** to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any User Content that you submit, receive, access, transmit or otherwise convey through the Site.

Protecting Intellectual Property Rights

We respect intellectual property rights and we respond to notices of alleged infringement. If you reside in the United States, and you find material on our Site or Services that you believe infringes your copyright or other intellectual property rights, please notify us and we will investigate.

Violating the Agreement

We may investigate any potential or suspected violations of the Terms, Additional Policies, security protocols or best practices, third party rights or applicable law; any actions or any other misconduct or potential abuse on or through the Services or attempts. When assessing whether and which measure(s) to take against a user, we will take the legitimate interests of the user into account and shall, in particular, consider if the user is responsible for the misconduct.

We may take any actions we deem appropriate in our reasonable discretion for the conduct described above. Without limiting other remedies, these actions may include: limit, or temporarily or permanently suspend, or terminate our services and Accounts, restrict or prohibit access to, and your activities on, our Site and/or Services, remove Auction listings, require you to edit Auction listings, delay or remove hosted content, remove any special status associated with an Account, charge the Payment Method on file for amounts you owe or costs we incur due to your misconduct (including, without limitation, any costs associated with collection of delinquent Accounts or chargebacks and any replacement costs), and take technical and legal steps to keep you from using our Site and/or Services.

We reserve the right to report any activity that we believe to be illegal or otherwise in contravention of these Terms and we will respond to any verified requests relating to a criminal investigation (i.e. a subpoena, court order or substantially similar legal procedure) from local and foreign law enforcement or regulatory agencies, other government officials or authorized third-parties.

Disclaimer of Warranties; Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOU ARE MAKING USE OF THE SITE AND SERVICES ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. WE MAKE NO WARRANTY WITH RESPECT TO ITS SOFTWARE, SERVICES, SITE, ANY AUCTIONS, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (INCLUSIVE OF ANY OF OUR SERVICE PROVIDERS AND LICENSORS) ARE NOT LIABLE FOR: (A) ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF: PROFITS, GOODWILL OR REPUTATION, OR OTHER INTANGIBLE LOSSES; (C) DAMAGES RELATING TO: (I) YOUR ACCESS TO, USE OF, OR INABILITY TO ACCESS OR USE THE SITE OR SERVICES; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SITE OR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SITE OR SERVICES; (III) ANY USER CONTENT OR CONTENT OF THIRD PARTIES, OR (IV) THE MANNER IN WHICH THE AUCTIONS YOU CONDUCT APPEAR ON THE SITE OR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED IN THESE TERMS. THIS IS ESPECIALLY SO IF YOU ARE A CONSUMER.

REGARDLESS OF THE PREVIOUS CLAUSES, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) USD\$200.

Your use of the Site is at your sole risk. Meeting people through online platforms of any kind comes with certain inherent risks. You should conduct your own independent investigation of Sellers before entering into any transaction with such persons. We do not provide training, supervision, monitoring of Sellers, and we cannot guarantee that all of your interactions with other members will always be 100% safe and respectful. You agree to assume all risk when using the Site, including but not limited to injury, illness, death, and all other risks associated with online or offline interactions with users of the Site.

You acknowledge and agree that you alone are responsible for taking any necessary precautions to remain safe, to the greatest extent possible, when meeting persons offline that you connected with online. You also acknowledge that documents posted to and content available through the Site may contain computer viruses and you expressly assume that risk. Should you download any such materials from the Site, it is your responsibility to perform any scanning or other anti-virus precautions as you deem necessary. Under no circumstances will we be responsible for any loss

or damage caused by any materials downloaded from the Site. You assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Site.

Applicable Laws and Jurisdiction

If you reside in the United States, you agree to the maximum extent permissible by applicable law that any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed according to the laws of the **State of Nevada**. You also agree to resolve your disputes with us as specified below.

If you reside anywhere else in the world, you agree that any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed according to Swiss law with all proceedings to occur in the English language. You consent to the exclusive personal jurisdiction and venue of Swiss courts.

If you are a consumer residing in the European Union, please note that we do not (and are not legally obliged to) participate in any alternative dispute resolution (ADR) procedures or services, unless otherwise provided by law. Please note that the mandatory consumer protection provisions of the law of the member state in which you reside will also apply.

Legal Disputes

If you reside in the United States, You and we each agree, except where prohibited by law, that any and all disputes or claims that have arisen or may arise between you and us relating in any way to or arising out of this or previous versions of the Terms (including this Agreement to Arbitrate, as the term is defined below) or the breach or validity thereof, your use of or access to the Site or Services, or any Auctions or related services sold or purchased through the Site or Services shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“AAA”), rather than in court, except that you may assert claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis (the “Agreement to Arbitrate”). This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

Prohibition of Class and Representative Actions and Non-Individualized Relief

Prohibition of Class and Representative Actions

EXCEPT WHERE PROHIBITED BY LAW, YOU AND US AGREE THAT EACH OF US MAY BRING CLAIMS PURSUANT TO THIS AGREEMENT TO ARBITRATE AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND US AGREE OTHERWISE, THE ARBITRATOR SHALL NOT CONSOLIDATE OR JOIN MORE

THAN ONE PERSON'S OR PARTY'S CLAIMS AND SHALL NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

Non-Individualized Relief

YOU AND US AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular request for relief within a claim, or if not separable the claim itself, then subject to your and our right to appeal the court's decision, that request for relief within that claim, or if not separable the claim itself, (and only that request for relief within that claim or, if inseparable, that claim) must be severed from the arbitration and may be brought in court. All other claims will be arbitrated.

Arbitration Procedures

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of the Terms, as a court would. All issues, including arbitrability, are for the arbitrator to decide, except the scope or enforceability of this Agreement to Arbitrate or the interpretation of the Prohibition of Class and Representative Actions and Non-Individualized Relief above, shall be for a court of competent jurisdiction to decide.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the Terms including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the Terms is void or voidable. The language of the arbitration shall be English.

If you and us are unable to resolve the claims within 30 days after notice, you or us may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at www.adr.org. In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to us at info@artamon.com. In the event we initiate arbitration against you, it will send a copy of the completed form to the physical address we have on file associated with your account. Any settlement offer made by you or us shall not be disclosed to the arbitrator. The arbitration shall be held in the county in which you reside or at another mutually agreed location.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Nevada, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users of ours, but is bound by rulings in prior arbitrations involving the same user to the

extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration

If the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by us should be submitted by mail to the AAA along with your Demand for Arbitration and we will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, we will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. If (a) you willfully fail to comply with the Notice of Dispute requirement discussed in subsection 22(B) above, or (b) in the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse us for all fees associated with the arbitration paid by us on your behalf that you otherwise would be obligated to pay under the Rules.

Severability

With the exception of any of the provisions this Agreement to Arbitrate (“**Prohibition of Class and Representative Actions**”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any portion of this Agreement to Arbitrate is invalid or unenforceable, then if we so elect, the entirety of this Agreement to Arbitrate shall be null and void. If a court decides that applicable law precludes enforcement of any of the provisions in this Agreement to Arbitrate (“**Non-Individualized Relief**”) as to a particular request for relief within a claim, or if not separable the claim itself, then subject to your and our right to appeal the court's decision, that request for relief within that claim, or if not separable the claim itself, (and only that request for relief within that claim or, if inseparable, that claim) must be severed from the arbitration and litigated in in court. All other claims and disputes subject to arbitration under this Agreement to Arbitrate, including any and all claims for monetary damages of any kind, shall be arbitrated.

Opt-Out Procedure

You can choose to reject this Agreement to Arbitrate (‘opt out’) by mailing us a written opt-out notice (‘Opt-Out Notice’). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms for the first time. You may also opt out no later than 30 days upon receipt of notice that the arbitration provision is being updated or changed. You must mail the Opt-Out Notice to info@artamon.com.

You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code),

phone number and the email address(es) used to log in to the account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

Future Amendments to the Agreement to Arbitrate

Notwithstanding any provision in the Terms to the contrary, you and us agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and us prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and us. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on the Site prior the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within thirty (30) days and you will not be bound by the amended terms.

If you reside outside of the United States and a dispute arises between you and us, we strongly encourage you to first contact us directly to seek a resolution by contacting info@artamon.com. For the avoidance of doubt, if you are a consumer residing in the EU, please note that we do not (and are not legally obliged to) participate in any ADR procedures or services, unless otherwise provided by law.

Release and Indemnification

To the fullest extent permitted by law, you release and covenant not to sue us, our affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes between users. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

You agree to indemnify and hold us and (if applicable) our parent, subsidiaries, affiliates, and our and their respective officers, directors, attorneys, agents, employees, licensors and suppliers (the “**Company Indemnitees**”) harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys’ fees) incurred by us and (if applicable) any Company Indemnatee resulting from or arising out of your breach of these Terms, your improper use of our Site or Services, and/or your violation of any law or the rights of a third party.

Additional Provisions Applicable to US residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

General Provisions

These Terms (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of these Terms will be valid or effective unless made in accordance with the express terms of these Terms.

If any provision of these Terms is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of these Terms shall not be affected.

We may assign or transfer our rights and obligations under these Terms at any time, provided that we assign the Terms on the same terms or terms that are no less advantageous to you. You may not assign or transfer these Terms, or any of its rights or obligations, without our prior written consent, which we can refuse in our sole discretion.

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Site, or the provision of our Services. A person who is not a party to these Terms has no right to enforce any term of these Terms.

Nothing in these Terms is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their permitted successors and assigns.

The subject heading at the beginning of each paragraph of these Terms is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph. The following sections survive any termination of these Terms: Contracting entity, fees and other charges, taxes, payments, abusing our site and services, content, liability, applicable laws, release and indemnification, additional provisions applicable to US residents and events in the USA, general provisions.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of these Terms.

We shall send notices to you by email to the email address you provide to us during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless we are notified that the email address is invalid. Alternatively, and in our discretion, we may give you legal notice by registered mail to the postal address provided during registration. Notices

sent to either party by registered mail shall be deemed to have been received by that party three days after the date of mailing.

Force Majeure

We shall not be in default or otherwise liable under these Terms due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, pandemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, terrorism, cyber-terrorism, embargo, war, act of God, natural disaster, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default by us hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause not under our control.

Image Submission Terms & Conditions

By submitting an image (the “**Image**”) to us or the Site, you hereby agree to the following “Image Submission Terms and Conditions”:

By submitting an Image, you agree to grant us and any of our subsidiaries or affiliates that exist now or in the future, a non-exclusive, royalty free, perpetual, worldwide license to use the Image for commercial, advertising, promotional or any other purposes, including without limitation, online, in print, film, television, or in any other media now or hereafter known, in perpetuity without compensation, notification, credit, or release and without limitation to time or territory, except as prohibited by law.

By submitting an Image, you understand and agree that the Image may be used, edited, modified, colorized, cropped, copied, exhibited, published, adapted, exploited, disseminated, posted, disposed, or distributed and that you are waiving the right to inspect or approve the finished product.

By submitting an Image, you understand that we are not obligated to use the Image in any way, and any use of the Image is entirely at our discretion.

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