

SITE TERMS AND CONDITIONS

LAST MODIFIED: July 23, 2020

Welcome to Anne Giancola's ("**Company**", "**we**", "**us**", or "**our**") Site. Please read these Terms and Conditions ("**Agreement**") carefully upon accessing or using the Services (as defined below) of the Anne-Giancola.art website (the "**Site**"). THESE TERMS AND CONDITIONS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITES AND THE RELATED SERVICES, CONTENT OFFERED OR ANY PURCHASES YOU MAKE VIA THE SITES (collectively, the "**Services**").

By accessing or using the Services, or by clicking or selecting to accept or agree to this Agreement when the option is made available to you, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age (18) and not prohibited by law from accessing or using the Services. If you, as an individual, are acting for or on behalf of a company, organization, or other entity, such as your employer, then by accessing or using the Site: (i) you represent that you are fully authorized to access or use the Services; (ii) you agree to be bound by this Agreement on behalf of yourself and such entity; and (iii) "you" shall refer collectively to you and such entity.

Company may update or revise this Agreement from time to time and in our sole discretion, and all changes are effective immediately upon posting. The "Last Modified" date at the top of this page indicates when Company has updated or revised this Agreement. Your continued use of the Services following the posting of a revised Agreement indicates that you accept and agree to the changes. Except as otherwise expressly stated by Company, any use of the Services is subject to the version of this Agreement in effect at the time of use. Please note that Company's return policy, and the terms and conditions related to the availability of products and authorized payment methods are not the subject of this Agreement but are instead set forth separately on Company's Site.

PRIVACY

Our Privacy Policy sets forth our practices with respect to the collection, use, disclosure and protection of personal information, accessible at Anne-Giancola.art. By accessing or using the Services you acknowledge that you have read and understand the terms of the Privacy Policy and consent to the treatment of your information in accordance with the Privacy Policy.

GENERAL TERMS AND CONDITIONS

You agree to use the Sites only for lawful purposes and in compliance with all international, federal, state and local laws.

INTELLECTUAL PROPERTY RIGHTS

The Services and all of its contents, including, without limitation, text, photographs, images, illustrations, graphics, video material, audio material, software, logos, titles, characters, names, graphics, and icons (collectively "**Proprietary Material**") are or may be protected by copyright, trademark, patent, or other laws of the United States, as well as international conventions and the

laws of other countries. The Proprietary Material is owned or controlled by Company or its licensors.

No right, title, or interest in or to the Services or any contents or materials thereof is granted or transferred to you except as expressly agreed upon, and all rights not expressly granted herein are reserved by Company. Any use of the Services not expressly permitted by this Agreement constitutes a breach of this Agreement and may violate copyright, trademark, and other laws.

You agree that you will not use, publish, reproduce, download, display, distribute, modify or created derivative works of the Proprietary Material or any portion thereof, for any purpose or by any means, method, or process, except as expressly provided herein. Modification of the materials appearing on the Sites or in the Services or use of such materials for any other purpose is a violation of our copyright and other proprietary rights, and we may immediately terminate your right to use the Services, and you must, at our option, return or destroy any and all copies of Proprietary Material in your possession.

Trademarks. The Company name Anne Giancola and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its licensors. You agree that you will not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners.

PROHIBITED USES

You may use the Site only for lawful purposes and in accordance with this Agreement. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- To send, knowingly receive, upload, download, use, or re-use any material with unlawful, defamatory, threatening, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- To impersonate or attempt to impersonate Company, a Company employee or representative, another user, or any other person or entity.
- To build any competitive products or services.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Company or users of the Sites or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Sites for any purpose, including monitoring or copying any of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose.
- Use any device, software, or routine that interferes with the proper working of the Sites.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Create internet "links" to the Sites or "frame" or "mirror" any portions of the Sites in any other Site or mobile site, or on any other server or wireless or internet-based device.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Sites, the server on which the Sites are stored, or any server, computer, or database connected to the Sites.
- Otherwise attempt to interfere with the proper working of the Sites.

If we learn or reasonably suspect that you, or others under your control or direction, have used the Sites in a manner prohibited herein, we may block, suspend, terminate, or withhold your access to the Sites as we deem appropriate in our sole discretion.

OTHER SITES

The Sites may contain links to third party sites, such as those for our advertisers and sponsors, that are not owned or operated by Company. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. In no event shall we be liable, directly or indirectly, to you or any other person or entity for any loss or damage arising from or occasioned by the creation or use of the third party sites or the information or material accessed through these third party sites.

NO OFFER

The Sites are provided solely for informational purposes. No contents or information provided on the Sites constitutes an offer, and no contents or information provided on the Sites shall be binding on Company. No binding agreement between you and Company exists unless a formal written agreement is executed and delivered by and between you and Company.

DISCLAIMER

VISITORS TO THE SITES AGREE THAT THEIR USE OF, AND RELIANCE ON ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH, THE SITES IS AT THEIR OWN SOLE RISK. THE SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY

LAW, ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (i) ANY WARRANTIES CONCERNING THE ACCURACY, TIMELINESS, OR COMPLETENESS OF THE CONTENT OF THE SITES; AND (ii) ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR GUARANTEE: (1) THAT ANY PORTION OF THE SITES WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; OR (2) THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED OR ERROR-FREE.

INDEMNIFICATION

By using the Sites, you agree to defend, indemnify, and hold Company and its officers, directors, employees, contractors and suppliers harmless from any and all claims, liabilities, damages, losses, costs, and expenses, including without limitation, attorneys' fees and expenses, arising in any way from or in connection with (i) your use of the Sites or Services, or (ii) any violation by you of this Agreement, our Privacy Policy or any other policy posted on the Sites applicable to your use of the Sites. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY OR ANY OF ITS REPRESENTATIVES IS NOT LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES ARISING OUT OF OR RELATED TO THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITES OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR FOR DISPUTES AGAINST US OR ANY OF OUR AFFILIATES IS TO DISCONTINUE YOUR USE OF THE SITES. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO EXCLUDE OR LIMIT YOUR LIABILITY IN RESPECT OF ANY INDEMNITY GIVEN BY YOU UNDER THIS AGREEMENT.

WAIVER AND SEVERABILITY

The failure of Company or you to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any of the provisions, or portions thereof, of this Agreement is found to be invalid under any applicable statute or rule of law, the remainder of this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

ARBITRATION

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and Company or its successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. Unless otherwise agreed upon by the parties in writing, the arbitration will be conducted before one arbitrator and will be governed by the American Arbitration Association's ("AAA") Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Arbitration proceedings shall be conducted in San Francisco, California in the English language, and, at the request of either party, result in a written statement of the facts and legal reasoning supporting the decision of the arbitrator(s).

To the fullest extent permitted by applicable law, you and Company must abide by the following rules: (1) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (2) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (3) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law.

GOVERNING LAW

We control and operate the Sites from our office in the State of California. We do not represent that materials on the Sites are appropriate or available for use in other locations. Persons who choose to access the Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree that this Agreement, our Privacy Policy and any other policies posted on the Sites applicable to your use of the Sites shall be governed by and interpreted in accordance with the laws of the State of California, excluding its conflict of laws rules. You expressly agree that exclusive jurisdiction for any claim or dispute arising from or relating in any way to your use of the Sites resides in the courts of the County of Alameda, State of California, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the County of Alameda, State of California, in connection with any such dispute and including any claim involving Company, our employees, contractors, officers, directors and suppliers.

STATUTE OF LIMITATIONS

Each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising from or related to use of Sites or Services, or to this Agreement, must be filed within one (1) year after such claim or cause of action arose or be forever barred.

ENTIRE AGREEMENT

This Agreement is the entire agreement between you and Company with respect to the Sites, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to those matters. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement, and neither party has any authority of any kind to bind the other in any respect.

