

Terms and Conditions

Agreement between User and paintingbythebrush.com

Welcome to paintingbythebrush.com. The paintingbythebrush.com website (the "Site") is comprised of various web pages operated by Painting by the Brush ("PBTB"). paintingbythebrush.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of paintingbythebrush.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

paintingbythebrush.com is a Social Networking Site.

Online painting classes

Privacy

Your use of paintingbythebrush.com is subject to PBTB's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting paintingbythebrush.com or sending emails to PBTB constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that PBTB is not responsible for third party access to your account that results from theft or misappropriation of your account. PBTB and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

PBTB does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use paintingbythebrush.com only with permission of a parent or guardian.

Cancellation/Refund Policy

Cancel at any time. You may contact us at support@paintingbythebrush.com

Links to Third Party Sites/Third Party Services

paintingbythebrush.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of PBTB and PBTB is not responsible for the contents of any Linked Site,

including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. PBTB is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PBTB of the site or any association with its operators.

Certain services made available via paintingbythebrush.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the paintingbythebrush.com domain, you hereby acknowledge and consent that PBTB may share such information and data with any third party with whom PBTB has a contractual relationship to provide the requested product, service or functionality on behalf of paintingbythebrush.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use paintingbythebrush.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to PBTB that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of PBTB or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. PBTB content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of PBTB and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of PBTB or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your PBTB account to third party accounts. By connecting your PBTB account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by PBTB from our offices within the USA. If

you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the PBTB Content accessed through paintingbythebrush.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless PBTB, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. PBTB reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with PBTB in asserting any available defenses.

Liability Disclaimer

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THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PAINTING BY THE BRUSH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

PBTB reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Iowa and you hereby consent to the exclusive jurisdiction and venue of courts in Iowa in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and PBTB as a result of this agreement or use of the Site. PBTB's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of PBTB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by PBTB with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and PBTB with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and PBTB with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

PBTB reserves the right, in its sole discretion, to change the Terms under which paintingbythebrush.com is offered. The most current version of the Terms will supersede all previous versions. PBTB encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

PBTB welcomes your questions or comments regarding the Terms:

Painting by the Brush

_____, Iowa _____

Email Address:

support@paintingbythebrush.com

Telephone number:

Effective as of May 27, 2018