OVERVIEW OF MARYLAND STATE ARTS COUNCIL (MSAC)
MARKETPLACE TERMS

• Artists sell their art commission free on MSAC Marketplace.
• Transactions are between the (artist) seller and the buyer.
• MSAC is not involved with purchases or disputes between sellers and buyers.
• The artist (seller) and the buyer handle all details of the sale.

TERMS OF USE MARYLAND STATE ARTS COUNCIL MARKETPLACE
Effective November 1, 2015

Your use of the MSAC Marketplace is conditioned upon your acceptance of these legal terms of use.

MSAC reserves the right, in its sole discretion, to modify or update these legal terms of use from time to time with immediate effect and without advance notice to you. It is your responsibility to review these legal terms of use periodically for updates.

AFTER READING THESE LEGAL TERMS AND CONDITIONS OF USE, IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THESE TERMS OF USE OR OUR PRIVACY POLICY, PLEASE EXIT THIS MARKETPLACE IMMEDIATELY. OTHERWISE, BY ACCESSING AND USING THIS MARKETPLACE, YOU ARE AGREEING TO THESE TERMS OF USE AND OUR PRIVACY POLICY.

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Tools that use the marketplace shall be considered agents of the individuals who control or author them.

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In no event shall MSAC, the Maryland Department of Commerce or their service providers, directors, employees, councilors, or agents of each of them, be liable for any damages of any kind. Including without limitation, any direct, special, incidental, indirect, exemplary, punitive or consequential damages, including lost profits, whether or not advised of the possibility of such damages, and on theory of liability what so ever, arising out of or in connection with the use or performance of, or your browsing in, or your links to other marketplaces from, this marketplace.

You acknowledge by your use of this marketplace, that your use of this Marketplace is at your sole risk. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages: if these apply to you, some or all of the above disclaimers may not apply, and you might have additional rights.

Indemnification
You agree to defend, indemnify and hold MSAC, the Maryland Department of Commerce and their employees, councilors and agents harmless from and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to your use of the Marketplace.

Information Collected by MSAC from Sellers
After opening an account with an artist or seller, he/she is able to create a public profile page and upload information and content to the page include, but not limited to, the seller’s name, contact information, biography, headshot, images, hometown, and more.
All of this information is fully disclosed on the marketplace. Any site visitor that visits marketplace and navigates to the seller’s profile page will be able to view all of the public profile information that has been entered by the seller.

Additional Terms and Conditions
Additional terms and conditions may apply to purchases of goods and services and to specific portions of features of the marketplace, including but not limited to sales, licenses, invitations, or other similar features (each an "Application"), all of which additional terms and conditions are made a part of these legal terms of use by this reference. You agree to abide by such Application terms and conditions. If there is a conflict between these Terms of Use and the terms of the application, the terms of the application will control as relating to the Application.

Communications with this Marketplace
You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law. MSAC will fully cooperate, including but not limited to, maintaining and disclosing any transmittals or communications that you have had with this marketplace, disclosing your identity or helping to identify you, with any applicable law or regulation, law enforcement authorities, court order, or governmental authority.

Any communication or material you transmit to the marketplace by email or otherwise, including data, questions, comments, or suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. MSAC cannot prevent the harvesting of information from this marketplace, and you may be contacted by MSAC or unrelated parties, by email or otherwise, within or outside of this marketplace. Anything you transmit may be edited by or on behalf of MSAC, may or may not be posted to this marketplace at the sole discretion of MSAC and may be used by MSAC or the Maryland Department of Commerce for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting.

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Although, MSAC may from time to time monitor or review postings, transmissions, on the marketplace, MSAC is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations, on the marketplace. MSAC assumes no responsibility or liability for any actions or communications by you or any related third party within or outside of this marketplace.

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Termination
At its sole discretion, MSAC may modify or discontinue the marketplace, or may modify or terminate your account or your access to this Marketplace, for any reason, with or without notice to you and without liability to you or any third party.

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Policy
We urge you to read each marketplace's legal notice/ terms carefully before you use the Marketplace.

United States Governing Law / Void Where Prohibited
This marketplace shall be governed by, and your browsing in and use of the Marketplace shall be deemed acceptance of and consent to, the laws of the State of Maryland, United States of America, without regard to principles of conflict of laws.

Notwithstanding the foregoing, this marketplace may be viewed internationally. References to a particular product or service does not imply that they are appropriate or available to all persons of legal purchasing age in all locations, or that MSAC intends to make such products or services available in such countries.

Any offer for any product, feature, service, or application made on this marketplace is void where prohibited. Your information will be transferred to MSAC in the United States, which may be outside of your own country, and by providing us with your information, you are consenting to such transfer.

Although we will use all reasonable efforts to safeguard the confidentiality of any personal information collected, we will not be liable for disclosure of personal information obtained due to errors in transmission or the unauthorized acts of third parties.