

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.

Rights to Contents and Intellectual Property

The copyrights to all original materials, content, selection, and arrangement of the marketplace (including text, user, and visual interfaces, images, look and feel, design, sound, etc. and any underlying software and computer codes) are proprietary to MSAC, and the Maryland Department of Commerce.

You may not copy, reproduce, post on any other marketplace, republish, upload, encode, modify, translate, publicly perform or display, commercially exploit, distribute or transmit any portion of this Marketplace or make any derivative works from this marketplace in any way without the express prior written consent of MSAC.

Any name, logo, trademark, service mark, patent, design, copyright, domain name or other intellectual property appearing on this Marketplace is owned or licensed by MSAC or the Maryland Department of Commerce and may not be used by you without the prior written consent of MSAC or the appropriate owner. Your use of this marketplace does not grant you any right, title, interest or license to any such intellectual property appearing on this marketplace. Any unauthorized use of the content of this Marketplace may subject you to civil or criminal penalties.

Use of this Marketplace

MSAC maintains this marketplace for your personal purchases, entertainment, information and education. You should feel free to browse the marketplace. However, all copying (whether electronic, hard copy, or other format) is prohibited and may breach intellectual property laws and other laws worldwide. All commercial use of all or part of this marketplace is prohibited except under MSAC's express written consent. All rights not expressly granted here are reserved to MSAC.

You may not use any computer program tools, including, but not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic device, program, algorithm, or methodology, or any

similar equivalent process ("Tools") to access, acquire, copy or monitor any portion of the marketplace or its content. Or in any way reproduce or circumvent the navigational structure or presentation of the Marketplace or any content, to obtain or attempt to obtain materials, documents or information through any means not purposely made available through the Marketplace.

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

No Warranties

MSAC DOES NOT REPRESENT THAT THIS MARKETPLACE OR ANY CONTENT, SERVICE OR FEATURE OF THIS MARKETPLACE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THIS MARKETPLACE WILL PROVIDE SPECIFIC RESULTS. THIS MARKETPLACE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.

MSAC assumes no responsibility, and shall not be liable for any damages caused by viruses or other forms of contamination or destructive features that may affect your computer equipment, software, data or other property on account of your access to, use of, or browsing in the marketplace, or your downloading of any materials, text, images, video or audio from the marketplace or any linked marketplaces.

Limitation of Liability

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.

Furthermore, MSAC is free to use any ideas, concepts, expertise, or techniques contained in any communication you send to the marketplace for any purpose what so ever including, but not limited to, developing, manufacturing and marketing products use of such information. If You transmit any ideas, concepts, materials or other communications to the marketplace, You accept that it will not be treated as confidential and may be used by MSAC without compensation in any manner whatsoever, including without limitation to reproduction, transmission, publication, marketing, product development, etc.

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.

Notice and Procedure for Making U.S. Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide information to the U.S. Copyright Office: <http://www.copyright.gov/> .

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.

Unaffiliated Products and Marketplaces

Descriptions of, or references to, products, publications or marketplaces not owned by MSAC or the Maryland Department of Commerce do not imply endorsement of that product, publication, or marketplace. MSAC has not reviewed all material linked to the marketplace and is not responsible for the content of any such material. Your linking to any other marketplaces is at your own risk.

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.