

# Terms of Use

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## Terms of Use ("Terms")

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Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://www.angelalatchkey.com> website operated by Angela Latchkey ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

**By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

Angela Latchkey reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will update the "Last Updated Date". By continuing to access or use the Site or Services after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services.

### **Account Registration**

During the registration process you will be required to provide certain information and you will establish a username and a password. Upon completion of our registration process you will become a "**Member**." You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify us of any unauthorized use of your Account.

### **Purchaser Terms and Conditions**

#### **Purchases of Original or Printed Works of Art**

You may purchase Original Works of Art that are listed on the site. Prices for Original Works of Art will be as specified on the applicable listing. You acknowledge that prices do not include shipping and handling charges or applicable Taxes (defined below), if any, for which you are responsible and which will be separately identified on your receipt. We and/or

our third party service providers will collect your billing and shipping information and process your payment.

## **Refund Policy**

All products are sold "as is". You assume the responsibility for your purchase, and no refunds will be issued.

## **Order Cancellations**

We reserve the right to cancel any order for an Original Work of Art or Printed Work placed via the Site and Services, if we determine that, in its sole discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Site and Services

## **Taxes**

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Site, are stated in U.S. dollars and do not include any sales, use, value added ("**VAT**"), goods and services ("**GST**") or similar taxes or withholding taxes or any customs, duties or tariffs that may be assessed by any governmental tax authority or that are otherwise payable under applicable law with respect to the purchase, sale and licensing transactions contemplated hereunder (collectively, "**Taxes**").

If you are a purchaser of Original Works and/or Printed Works, you acknowledge that we will add Taxes to the amounts charged, as a separate charge, when required or when allowed to do so. Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes. Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimize or to qualify for an exemption from any such obligations.

## **Color**

You understand and agree that we use commercially reasonable efforts to display the colors of Original Works of Art, Digital Works and Printed Works accurately via the Site and Services. However, because individual computer monitors may display colors differently, we are not responsible for the color accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Site and Services, and disclaim all liability in this regard.

## **Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("**Feedback**"). You may submit Feedback by emailing us. You acknowledge and agree that all Feedback will be the sole and exclusive property of us and you hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents

and take such further acts we may reasonably request to assist us to acquire, perfect and maintain intellectual property rights and other legal protections for the Feedback.

## General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) harms minors in any way; or (viii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Site, or any individual element within the Site, Angela Latchkey's name, any Angela Latchkey trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Angela Latchkey's express written consent;
- Access, tamper with, or use non-public areas of the Site, our computer systems, or the technical delivery systems of our providers;
- Attempt to probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site, Services, our Content or Member Content;
- Attempt to access or search the Site, Services, our Content or Member Content or download our Content or Member Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing our trademark, logo URL or product name without our express written consent;
- Use the Site, Services, Content or Member Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Content or Member Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Content or Member Content;

- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

We will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Site or Services or to remove any Member Content, but have the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any Member Content, listings for Original Works of Art or Digital Works, Content or any other text, graphics, images, software, music, audio, video, information or other content or material that we, at our sole discretion, consider to be objectionable, in violation of these Terms or otherwise harmful to the Site or Services.

## **Ownership**

The Site, Services and Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, Angela Latchkey and its licensors exclusively own all right, title and interest in and to the Site, Services and Angela Latchkey Content and Printed Works, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or Angela Latchkey Content.

## **Copyright Policy**

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## **Links**

The Site may contain links to third-party websites or resources. You acknowledge and agree that Angela Latchkey is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Angela Latchkey of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **Termination and Account Cancellation**

If you breach any of these Terms, Angela Latchkey will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. Angela Latchkey reserves the right to revoke your access to and use of the Site, Services, Angela Latchkey Content and Member Content at any time, with or without cause. In the event Angela Latchkey terminates these Terms for your breach, you will remain liable for any amounts due hereunder. You may cancel your Account at any time.

## **Disclaimers**

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NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANGELA LATCHKEY OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, ANGELA LATCHKEY DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF MEMBERS OR OTHER USERS OF THE SITE OR SERVICES, NOR DOES ANGELA LATCHKEY MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF ANY MEMBERS OR USERS OF THE SITE OR SERVICES. ANGELA LATCHKEY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OR USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

## **Indemnity**

You agree to defend, indemnify, and hold ANGELA LATCHKEY, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services, ANGELA LATCHKEY Content or Member Content, or your violation of these Terms.

### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Angela Latchkey.

Angela Latchkey has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Angela Latchkey shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

### **Limitation of Liability**

**You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, Services, ANGELA LATCHKEY Content and Member Content remains with you. Neither ANGELA LATCHKEY nor any other party involved in creating, producing, or delivering the Site, Services, ANGELA LATCHKEY Content or Member Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Site, Services, ANGELA LATCHKEY Content or Member Content, or from any communications, interactions or meetings with other Members or users of the Site or Services or other persons with whom you communicate or interact as a result of your use of the Site or Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not ANGELA LATCHKEY has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.**

### **Proprietary Rights Notices**

All trademarks, service marks, logos, trade names and any other proprietary designations of ANGELA LATCHKEY used herein are trademarks or registered trademarks of ANGELA LATCHKEY. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

## **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between ANGELA LATCHKEY and you regarding the Site and Services and these Terms supersede and replace any and all prior oral or written understandings or agreements between ANGELA LATCHKEY and you regarding the Site and Services.

## **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without ANGELA LATCHKEY's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. ANGELA LATCHKEY may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

## **Notices**

Any notices or other communications permitted to required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by ANGELA LATCHKEY via email (in each case to the address that you provide) or (ii) by posting to the Site, or updating these terms. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## **General**

The failure of ANGELA LATCHKEY to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of ANGELA LATCHKEY. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

## **Contacting ANGELA LATCHKEY**