Terms and Conditions of Using the ArtThread Online Gallery

1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and functionality available through the ArtThread.org domain name, the "ArtThread Interactive Online Gallery", or "ArtThread"), you signify your agreement to these terms and conditions (the "Terms of Service"), and to ArtThread's privacy notice, found here. If you do not agree to any of these terms, or the ArtThread privacy notice, please do not use the ArtThread Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version. ArtThread may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. ArtThread Online Gallery

A. These Terms of Service apply to all users of the ArtThread Website, including users who are also contributors of art content, information, and other materials or services on the Website. The ArtThread Website includes all aspects of ArtThread, including but not limited to the online art tool Splash!.

B. The ArtThread Website may contain links to third party websites that are not owned or controlled by ArtThread. ArtThread has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, ArtThread will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve ArtThread from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the ArtThread Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. ArtThread Accounts

A. In order to access some features of the Website, you will have to create an ArtThread account. You may never use another person's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify ArtThread immediately of any breach of security or unauthorized use of your account.

B. Although ArtThread will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of ArtThread or others due to such unauthorized use.

4. General Use of the Website -- Permissions and Restrictions

ArtThread hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without ArtThread's prior written authorization.

B. You agree not to alter or modify any part of the Website or any of its related technologies.

C. You agree not to access User Submissions (defined below) or ArtThread content through any technology or means or other explicitly authorized means ArtThread may designate.

D. You agree not to use the Website, including the ArtThread online art tool Splash! for any commercial use, without the prior written authorization of ArtThread. ProR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ARTTHREAD WEBSITE. ARTTHREAD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE ARTTHREAD WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ARTTHREAD WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL ARTTHREAD, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE ARTTHREAD WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT ARTTHREAD SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by ArtThread from its facilities in the United States of America. ArtThread makes no representations that the ArtThread Website is appropriate or available for use in other locations. Those who access or use the ArtThread Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless ArtThread, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the ArtThread Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the ArtThread Website.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, or teacher consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ArtThread without restriction.

14. General

You agree that: (i) the ArtThread Website shall be deemed solely based in Florida; and (ii) the ArtThread Website shall be deemed a passive website that does not give rise to personal jurisdiction over ArtThread, either specific or general, in jurisdictions other than Florida. These Terms of Service shall be governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between you and ArtThread that arises in whole or in part from the ArtThread Website shall be decided exclusively by a court of competent jurisdiction located in Hillsborough County, Florida. These Terms of Service, together with the Privacy Notice and any other legal notices published by ArtThread on the Website, shall constitute the entire agreement between you and ArtThread concerning the ArtThread Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and ArtThread's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. ArtThread reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the ArtThread Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND ARTTHREAD AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ARTTHREAD WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.