

Art by Katharine Ligon -Terms of Service

**Last Revised: January 3, 2022**

Art by Katharine Ligon (referred to as "AKL," "us," "we," or the "Company") provides a service for viewing and purchasing original works of art through our website (the "Site"), including the mobile version thereof, together with any services, software, tools, features or functionality made available by us (each, a "Service" and collectively, the "Services"). Please review the following terms and conditions carefully (the "Terms") as well as our Privacy Policy, a link to which may be found on the Site (the "Privacy Policy"). These Terms, the Privacy Policy, and any other policies linked to herein, govern your access to and use of the Services, and constitute a binding legal agreement between you and AKL.

**PLEASE READ THESE TERMS CAREFULLY. YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES.**

### **Modifications to these Terms**

AKL reserves the right, at its sole discretion, to modify, discontinue or terminate the Services or to modify these Terms, at any time and without prior notice. If we modify these Terms, we will post the modification on the Services or provide you with notice of the modification. We will also update the "Last Updated Date". By continuing to access or use the Services after we have posted a modification on the Services 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 Services. We encourage you to check back regularly to review these Terms.

### **Modifications to the Services**

We reserve the right to change the URL, modify or discontinue, and restrict or block access to, the Services without notice to you. Occasionally, there may be information on the Services that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any such information on the Services is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Services, except as required by applicable local, state, federal or international laws, regulations, or statutes. No specified update or refresh date applied to the Services should be taken to indicate that all information on the Services has been modified or updated.

### **Eligibility**

The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is expressly prohibited. By accessing or using the Services you represent and warrant that you are 18 or older.

## **Privacy**

See AKL's Privacy Policy at [www.artbykatharineligon.com](http://www.artbykatharineligon.com) for information and notices concerning AKL's collection and use of your personal information.

## **Purchaser Terms and Conditions**

### **Purchases of Artwork**

You may purchase artwork by Katharine Ligon ("Artwork") via the Services. Prices for Artwork will be as specified on the applicable listing. You acknowledge that prices do not include shipping and handling charges (unless specifically indicated on the Site) or applicable Taxes (defined below) including VAT, if any, for which you are responsible and which will be separately identified on your receipt. AKL and/or its third party service providers will collect your billing and shipping information and process your payment. Certain Artwork (including, but not limited to, large and/or delicate works) may require additional shipping and handling charges and special arrangements. Sales of Artwork are final, subject to the terms herein.

### **Order Cancellations**

AKL reserves the right to cancel any order for an Artwork placed via the Services if AKL determines, in its reasonable discretion, that the item is mispriced, out of stock, or otherwise unavailable at the price listed via the Services. If AKL cancels an order placed via the Services, AKL will send you an email confirmation of such cancellation and you will not be charged for your order.

### **Taxes**

All prices, commissions, fees and other amounts referred to in these Terms, including any prices, commissions and fees set forth on the Services, are stated in U.S. dollars and do not include any sales, use, value added ("VAT") 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"). You acknowledge that Taxes including VAT will be added to the amounts charged, 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 including VAT. 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 AKL uses commercially reasonable efforts to display the colors of Artwork accurately via the Services. However, because individual computer monitors may display colors differently, AKL is not responsible for the color accuracy of any Artwork displayed on the Services, and disclaims all liability in this regard.

## **AKL Content**

AKL may make available through the Services text, graphics, audio, video and images of works of art (collectively, "AKL Content"), which is either owned by or appropriately licensed to AKL. No licenses or rights in any AKL Content are granted to you by implication or otherwise, except for the licenses and rights expressly granted in these Terms.

## **General Prohibitions**

You agree not to do any of the following:

- Use, display, mirror or frame the Services, or any individual element within the Services, AKL's name, any AKL trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without AKL's express written consent;
- Access, tamper with, or use non-public areas of the Services, AKL's computer systems or network, or the technical delivery systems of AKL's providers;
- Attempt to probe, scan or test the vulnerability of any AKL system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by AKL or any of AKL's providers or any other third party (including another user) to protect Services or AKL Content;
- Attempt to access or search Services or AKL Content, or download AKL Content from the 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 AKL 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 a AKL trademark, logo URL or product name without AKL's express written consent;
- Use the Services or AKL Content for any commercial purpose or the benefit of any third party in any manner not otherwise permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or AKL Content;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

AKL will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. AKL may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that AKL has no obligation to monitor your access to or use of the Services, but has the right to do so for the purpose of operating the 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.

## **ADDITIONAL TERMS AND CONDITIONS**

### **AKL's Intellectual Property**

The Services and AKL Content are protected by copyright, trademark and other laws of the United States and foreign countries. Except as expressly provided in these Terms, AKL and its licensors exclusively own all right, title and interest in and to the Services, Artwork, and AKL Content, 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 Services or AKL Content. Purchase of Artwork does not result in the transfer of any intellectual property rights therein. All copyrights in the Artwork shall remain with AKL.

### **Links**

The Services may contain links to third-party websites or resources. You acknowledge and agree that AKL 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 AKL 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 of Access**

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

### **Mobile Services**

“*Mobile Services*” means certain software and services that are available via a mobile device, including: (i) the ability to upload data to the Services via a mobile device; and (ii) the ability to use the Services from a mobile device.

Wireless Carriers. To the extent you access the Mobile Services through a mobile device, your wireless carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

Notifications and Messages. By using the Mobile Services, you agree that we may communicate with you regarding AKL and other entities by SMS, MMS, text message or other electronic means to your mobile device for the purpose of providing the applicable service and that certain information about your usage of the Mobile Services may be communicated to us.

## **Payments**

If you wish to purchase an Artwork, or any other product or service via the Services, you may be asked by us or our designee to supply certain information relevant to your purchase, including, without limitation, credit card number, expiration date, billing address, VAT ID, and shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED BY YOU FOR ANY SUCH PURCHASE. You acknowledge that any such information will be treated by us in accordance with our Privacy Policy. You grant us the right to provide such information to third parties in order to facilitate the completion of transactions initiated by you or on your behalf through the Services. Verification of information may be required prior to acceptance of any order through the Services.

## **Changes**

We reserve the right, with or without prior notice, to: change descriptions or references to Artwork, products, subscriptions, software or services; limit the available quantity of any Artwork, products, subscriptions, software, or services; honor, or refuse to honor, any coupon, coupon code, promotional code or other similar promotions; and/or refuse to provide any user of the Services with any products, subscriptions, software or services. We may modify any points, rewards, or the terms that govern their usage, at our sole discretion, and such modifications may make the points or rewards more or less common, valuable, effective, or functional.

## **Disclaimers**

THE SERVICES AND AKL CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, AKL EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AKL MAKES NO WARRANTY THAT THE SITE, SERVICES, OR AKL CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. AKL MAKES NO WARRANTY REGARDING THE QUALITY OF ANY ARTWORK, SERVICES, CONTENT OR PRODUCTS PURCHASED OR OBTAINED THROUGH THE SERVICES OR

THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AKL OR THROUGH THE SITE OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. NO ACTION SHOULD BE TAKEN OR PURCHASE MADE BASED UPON ANY OF THE INFORMATION CONTAINED IN THE SERVICES. YOU SHOULD SEEK INDEPENDENT ADVICE FROM A PROFESSIONAL AND/OR A PERSON WHO IS KNOWLEDGEABLE IN THE APPLICABLE AREA BEFORE ACTING UPON ANY OPINION, ADVICE, OR INFORMATION CONTAINED IN THE SERVICES.

### **Indemnity**

You agree to defend, indemnify, and hold AKL, 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 Services or AKL Content, or your violation of these Terms.

### **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 Services and AKL Content remains with you. Neither AKL nor any other party involved in creating, producing, or delivering the Services or AKL 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 injury or emotional distress arising out of or in connection with these Terms or from the use of or inability to use the Services or AKL Content, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not AKL 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.

In no event will AKL's aggregate liability arising out of or in connection with these Terms exceed the total payments that you made to AKL for Artworks that are the subject of a claim. The limitations of damages set forth above are fundamental elements of the basis of the bargain between AKL and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

### **Proprietary Rights Notices**

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

### **RESOLUTION OF DISPUTES**

## **Governing Law and Jurisdiction**

These Terms will be governed by the laws of the State of Texas, without regard to conflict of law provisions. You and we expressly agree that any claim or dispute must be resolved exclusively by a state or federal court located in Harris County, Texas, except as otherwise mutually agreed by the parties.

## **Informal Resolution**

It is our goal that the Services meet your expectations and provide excellent service. However, there may be instances when you feel that we have made a mistake or left you disappointed in some way. In those instances, we are committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your concern. Therefore, for any problem or dispute that you may have with us, you acknowledge and agree that you will, as an initial matter, email us at [katharine@artbykatharineligon.com](mailto:katharine@artbykatharineligon.com) to describe to us the nature of your complaint or dissatisfaction. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within thirty (30) days after our receipt of your written description of it, you agree to the further dispute resolution provisions below. To the extent permitted by applicable law, the informal resolution process described in this paragraph is a precondition to pursuing any other process, so please do not forget to contact us first.

## **Limitation of Actions**

You and we agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services, or these Terms must be filed within one (1) year after such claim or cause of action arose, or will be forever barred.

## **Notice for California Users**

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

## **Users from Other Jurisdictions**

The Services are controlled and operated by AKL from the United States. We do not represent or warrant that the Services, or any part thereof, are appropriate or available for use in any particular jurisdiction. Those who choose to access the Services, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. You also are subject to United States export controls in connection with your use of the Services and are responsible for any violations of such controls, including, without limitation, any United States embargoes or other federal rules and regulations restricting exports. We may limit the

availability of the Services, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

### **Entire Agreement**

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

### **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without AKL's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. AKL 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 AKL via email (in each case to the address that you provide) or (ii) by posting to the Services. 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 AKL 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 AKL. 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 AKL**

If you have any questions about these Terms, please contact AKL at [Katharine@artbykatharineligon.com](mailto:Katharine@artbykatharineligon.com)