

SPOTTE Terms of Service ("Agreement")

This Agreement was last modified on April 05, 2014.

Please read these Terms of Service ("Agreement", "Terms of Service") carefully before using spotteart.com ("the Site") operated by Kymia, Inc. ("us", "we", or "our"). This Agreement sets forth the legally binding terms and conditions for your use of the Site at spotteart.com.

By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site or contributing content or other materials to the Site, you agree to be bound by these Terms of Service. Capitalized terms are defined in this Agreement.

Intellectual Property

The Site and its original content, features and functionality are owned by Kymia, Inc. and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

As between you and Spotte (or other company whose marks appear on the Site), Spotte (or the respective company) is the owner and/or authorized user of any trademark, registered trademark and/or service mark appearing on the Site, and is the copyright owner or licensee of the Content and/or information on the Site, unless otherwise indicated.

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The information on the Site including, without limitation, all site design, text, graphics, interfaces, and the selection and arrangements is protected by law including copyright law.

Product names, logos, designs, titles, graphics, words or phrases may be protected under law as the trademarks, service marks or trade names of Kymia Inc. or other entities. Such trademarks, service marks and trade names may be registered in the United States and internationally.

Without our prior written permission, you agree not to display or use our trademarks, service marks, trade names, other copyrightable material or any other intellectual property in any manner.

Purchase Terms

By accessing this website, visitor acknowledges and agrees that Artist and Spotte have agreed that any artwork displayed herein can only be sold by Spotte pursuant to the terms and conditions set forth herein. Any purchase of artwork displayed herein other than in accordance with the terms and conditions set forth herein will be null and void and give rise to a breach of the contract between Artist and Spotte for which damages may be claimed.

Termination

We may terminate your access to the Site, without cause or notice, which may result in the forfeiture and destruction of all information associated with you. All provisions of this

Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Links To Other Sites

Our Site may contain links to third-party sites that are not owned or controlled by Kymia, Inc.. Kymia, Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

Governing Law

This Agreement (and any further rules, policies, or guidelines incorporated by reference) shall be governed and construed in accordance with the laws of New York, United States, without giving effect to any principles of conflicts of law.

Changes To This Agreement

We reserve the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service. Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Site or discontinue any use of the Site immediately.

Contact Us

If you have any questions about this Agreement, please contact us at help@spotteart.com